

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**57394 O4**

PAGE 1 of 4	ORDER DATE 08/01/13
BUSINESS UNIT 91000231	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 1745165	
VENDOR ADDRESS:  BAILEY LAUERMAN & ASSOCIATES INC 1248 O ST STE 900 LINCOLN NEBRASKA 68508-1442	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 01, 2013 THROUGH JUNE 30, 2016**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4402 Z1

Contract to provide marketing through the development and implementations for a comprehensive marketing program including but not limited to, creative production, media buying, branding, research, national and international markets supporting the Commission's marketing objectives to the State of Nebraska Tourism Commission, for a period effective August 1, 2013 through June 30, 2016 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The initial period of this contract is for three (3) years with a budget of approximately \$800,000 - \$995,000 per year totaling approximately \$2,587,500 for the initial three (3) year period.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

*Michelle Musick / ml*  
RK 8/9/13 BUYER 8/15/13  
MATERIAL ADMINISTRATOR

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**CONTRACT NUMBER**  
**57394 04**

PAGE 2 of 4	ORDER DATE 08/01/13
BUSINESS UNIT 91000231	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 1745165	

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Julia Doria, EVP/Chief Marketing Officer  
Phone: 402-514-9430  
Cellular: 402-639-5795  
Fax: 402-514-9400  
E-Mail: jdoria@baileylauerman.com

(08/01/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DEVELOP A THREE YEAR TOURISM MARKETING/ADVERTISING PLAN(S) to be updated annually, taking into accounts factors such as Nebraska's Marketing strengths and weaknesses, budgets, the competitive environment, the 2012 Tourism Commission Strategic Plan recommendations and how such data/information relates to current travel related demographics and trends (local, regional, national and international). Conduct research and develop target markets determined by the research and consumer outreach, including demographics, and geographic locations.	1,500.0000	HR	115.0000	172,500.00
2	PROVIDE AN ANNUAL MEDIA PLAN, OUTLINING AND RECOMMENDING measurable strategies support by solid research through the use of various media such as print, television, radio, internet, special events. Review and evaluate advertising opportunities and present to the Commission as needed and assigned.	1,500.0000	HR	115.0000	172,500.00
3	CREATE, PRODUCE AND PLACE ADVERTISEMENT MATERIALS FOR all mediums designated in the marketing-advertising media plans. Contractor is responsible for producing and delivering materials according to specifications as defined by the other awarded contractors for the Interactive Web and Public Relations RFP's and upon the Commission's request.	1,500.0000	HR	115.0000	172,500.00
4	CUSTOM PUBLISHING. EACH YEAR THE CONTRACTOR, under the supervision of the Commission staff produces a Nebraska Travel Guide, a full color, high quality state visitor guide to be used as the primary fulfillment piece. This piece will be under complete renovation working in tandem with the Commission to craft a travel guide that best represents the culture and demographics of Nebraska Tourism and the ever changing approaches to marketing to the traveler.	1,500.0000	HR	115.0000	172,500.00

Traditionally, this piece has been anywhere from 150 pages to 180, although this is still not guaranteed in the future. Contractor responsibilities would include but not be limited to:

- a. Graphic design and layout of the entire publication including custom illustration, photographs, maps, artwork, diagrams, etc.
- b. Work with the Commission to conduct research, produce information and manage editorial content.
- c. Convert Commission data base into suitable publishing file for industry use, that is a listing of all facilities and

  
BUYER INITIALS

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VENDOR NUMBER: 1745165	

**CONTRACT NUMBER**  
**57394 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	tourism services to include but not be limited to lodging, camping, restaurants. Have the ability to adapt to print and internet opportunities that the Commission may have interest in customizing pieces for. d. Coordinate and supervise printing processes.				
5	SCHEDULING AND PLANNING OF COMPREHENSIVE MEDIA schedules which are comprised of television, radio, newspapers, direct mail and other miscellaneous communication channels. The contractor will be expected to keep costs per impression at a competitive level, unless unique opportunities are presented that represent the good of the state. Prior written approval by the Commission is required.	1,500.0000	HR	115.0000	172,500.00
6	THE COMMISSIONS BRANDING WILL NEED TO BE REVIEWED, analyzed and possibly re-created. This would be a process included in this RFP. The successful contractor of this RFP will work collaboratively with the successful contractors resulting from the Interactive Web and Public Relations RFPs. The contractor will be required to enhance this designated brand/image or campaign strategy with creative images, music, messaging and design elements. This brand/campaign will also need to remain consistent throughout the separate seasonal campaigns which are commonly referred to as peak, shoulder and winter. The contractor will craft campaigns to address all seasonal opportunities, niches promotions, unique events, for increasing visitors to unique opportunities statewide.	1,500.0000	HR	115.0000	172,500.00
7	THE CONTRACTOR MAY ALSO BE EXPECTED TO DEVELOP A cohesive strategy for the Tourism Commission's cooperative marketing partners.	1,500.0000	HR	115.0000	172,500.00
8	THE CONTRACTOR MAY ALSO BE EXPECTED TO DEVELOP cohesive regional strategies to assist in a more cohesive approach to regional marketing of Nebraska's areas.	1,500.0000	HR	115.0000	172,500.00
9	THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAJORITY of the production of advertising materials reaching radio stations, television networks, cable networks, public television, newspapers and other publications.	1,500.0000	HR	115.0000	172,500.00
10	THE CONTRACTOR MAY BE REQUIRED TO RESEARCH, PLAN and produce presentations (which may include script writing, video productions and on-site technical assistance) for a number of special events in which the Commission plays a major role in such as the Annual Tourism Conference, the Annual Agri-Eco Tourism Conference, National and International amateur sporting events, and other opportunities that may be presented to the Commission for consideration. The contractor will be expected to coordinate production of collateral materials needed to support the Commission's efforts at local, state and national/international meetings, conferences, service clubs, CVB meetings, trade shows, receptions, presentations, and media and trade blitzes.	1,500.0000	HR	115.0000	172,500.00
11	DEVELOP TRAVEL ADVERTISEMENTS FOR THE NEBRASKA TOURISM Commission. This may require an agency film crew to travel to designated areas in the state to set up, direct, assist in talent scouting ( with the Commission) and shoot high quality film. Professional studio work and sound technicians will also be needed to produce the advertisements.	1,500.0000	HR	115.0000	172,500.00

  
BUYER INITIALS

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**CONTRACT NUMBER**  
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	COOPERATIVE MARKETING IS ONE OF THE COMMISSIONS objectives is to produce effective and attractive cooperative marketing campaigns with visitor industry partners (CVB's, NETA, NHMA, NRA, Heritage Tourism partners and industry related non-profit organizations, sports commissions, etc). As such the contractor may be expected to provide support for this goal by producing and presenting coordinated media schedules, marketing presentations and cohesive marketing strategies to industry partners; assisting in the development and communication of cooperative marketing efforts that best reflect our unique offerings, regional areas and culture. Through these collaborative efforts, the contractor may be asked to assist in the development of new ideas, strategies and materials that best reflect the unity of the Tourism industry in Nebraska. This could include but not be limited to; enhancing cooperative partnerships and expand awareness of the marketing programs; develop creative, cutting, edge (print, television, etc) materials that strengthen the relationships and partnerships of within our industry.	1,500.0000	HR	115.0000	172,500.00
13	CREATIVE SERVICES ARE AN UNKNOWN, AND THE SELECTED contractor must be able to be supportive and supply turn-key creative, innovative, cutting edge and competitive creative services to the Tourism Commission. These services must include, but are not limited to, the following: planning, consultation and presenting multiple creative options to the Commission in both electronic and printed mock-ups as they pertain to each project; editorial services and copywriting; fact-checking, proofreading and editing of all collateral materials in coordination with the Commission's Public Information Officer, before first routing to the client or project lead; revision of all content material as needed to appear across multiple platforms, including cooperative programs, adjusted as appropriate for the medium; creation and implementation of original creative, designs, artwork, templates and related elements that present a consistent brand as mutually developed with the Commission. All layout and design of agreed to media; cartography services; for all maps when present; typography; illustrations and photography to complement agreed upon key promotion and design direction; work in tandem with the Commission's staff on design development, provide input and thought, potential direction of content for any new HD film footage that may seem different and all photography needs beyond what the Commission holds within its photo gallery, to enhance to quality of the product; which could include staged photo sessions	1,500.0000	HR	115.0000	172,500.00
14	RESEARCH IS CRITICAL TO THE VITALITY AND PROGRESSIVE movement for the Commission. Research data will play a critical role in all marketing efforts and must be the key decision making tool when it pertains to marketing and the evaluation of such campaigns, including coop partnerships. The selected contractor will be expected to: coordinate and conduct research projects including visitor survey's, (both written and electronic and other methods which may be unknown at this time) Develop Customer Relationship Management strategies and deploy surveys through various methods which include on-site interviews and in-person interviews and additional cutting edge industry related research methods that would provide useful data to enhance and expand Nebraska's Tourism's industry. The contractor will also provide the Commission with current and trending demographics that would assist in transforming and elevating Nebraska's tourism industry and enhance visitor experience.	1,500.0000	HR	115.0000	172,500.00
15	CHANGE MANAGEMENT There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.D. Scope of Work.	1,500.0000	HR	115.0000	172,500.00

**Total Order**

**2,587,500.00**

The initial period of this contract is for three (3) years with a budget of approximately \$800,000 - \$995,000 per year totaling approximately \$2,587,500 for the initial three (3) year period.

  
BUYER INITIALS



## ADDENDUM THREE

DATE: June 18, 2013

TO: All Vendors

FROM: Michelle Musick, Robert Thompson, Buyers  
State Purchasing Bureau

RE: Questions and Answers for RFP Number 4402 Z1  
to be opened June 24, 2013

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
1. In regards to RFP 4402 Z, will bids be accepted from out of state agencies?	Yes, bids will be accepted from out of state agencies.
2. Also, can you please let us know how many bids from out of state agencies have been accepted in the last 5 years?	Tourism has contracted with three out of state agencies for services in the past five years.
3. Are we able to submit a proposal for a portion of the rfp such as the travel guide only? If so, what is the budget for the guide?	No, the Nebraska Travel Guide is a portion of the RFP. It will not be split out separately. Subcontracting is an option per Section V., A. Technical Proposal, 3. Corporate Overview, j. Subcontractors.
4. What ad revenue was generated from the 2013 travel guide? Is this used to help offset the travel guide cost?	The ad revenue from the 2013 Travel Guide was \$202,460. Ad revenue is used to offset production costs.

QUESTIONS	ANSWERS
<p>5. Please confirm the quantity of travel guides needed, paper stock for cover and body, trim size and delivery date?</p>	<p>The Commission is expected to overhaul the travel guide for 2014. The quantity ordered last year was 350,000. Paper stock, trim size and delivery are unknown.</p> <p>The Commission is expected to overhaul the Travel per the RFP Scope of Work. Quantity, paper stock and delivery are yet to be determined. The Travel Guide is 7 7/8" x 10 1/2" with 150 to 180 pages. The Travel Guide is available for free in the Nebraska State Office Building lobby.</p>
<p>6. Does this RFP require a Letter of Intent to Bid? If so, when is this due?</p>	<p>No, a Letter of Intent to Bid is not required</p>
<p>7. Reference</p> <p>IV.C. (Page 26)</p> <p><i>"The Commission media expenditures budget is approximately \$800,000 - \$995,000 annually to complete the requirements of this RFP Scope of Work."</i></p> <p><u>Question:</u> We assume this budget for Scope of Work is exclusive of paid media budgets. Is this assumption correct? In other words, is there a separate budget allocation to pay media outlets, over and above the \$800,000 - \$995,000 "Scope of Work" budget referred to here?</p>	<p>No, there is not a separate budget to pay media outlets. This is the budget that the Commission has allocated for the scope of work.</p>
<p>8. Reference</p> <p>IV.D. (Page 26)</p> <p><i>"All proposal responses must address and include Form C with the proposal response."</i></p> <p><u>Question:</u> We cannot find a "Form C" included in the RFP. What is being referred to here?</p>	<p>Under IV, D Scope of Work, the following is hereby amended and replaced with "All proposal responses must address and include Form B with the proposal response."</p>

QUESTIONS	ANSWERS
<p><b>9. Reference</b></p> <p>IV.D.7. (Page 27)</p> <p><i>"The contractor may also be expected to develop a cohesive strategy for the Tourism Commission's cooperative marketing partners."</i></p> <p><u>Question:</u> Can you supply us with a current list of the Commission's "cooperative marketing partners?"</p>	<p>The Commission is interested in partnering with several private and public outlets to provide the support and enhance the tourism industry. There is no specific list of cooperative marketing partners.</p>
<p><b>10. Reference</b></p> <p>IV. F. (Page 31)</p> <p><i>"The bidder shall have a minimum of ten (10) years experience in handling tourism marketing and advertising."</i></p> <p><u>Question A:</u> If a bidding company does not have at least ten years of tourism marketing experience, will it be automatically disqualified from the bidding process or simply receive less points for this section?</p> <p><u>Question B:</u> If a bidding company has staff members who have at least ten years of tourism marketing experience (working for other firms) even though the bidding company itself does not, will this qualify the bidding company to continue in the bidding process? Will it affect the bidding company's point total negatively?</p>	<p>A. No, the bidder may receive less points.</p> <p>B. In order to protect the integrity of the RFP process, the State will not comment on the evaluation criteria during the question and answer period.</p>
<p><b>11. Reference</b></p> <p>IV. F.1. (Page 31)</p> <p><i>"The bidder shall describe experience in the following areas: Developing a tourism brand identity campaign domestically."</i></p> <p><u>Question:</u> If members of a bidding company's staff have at least 10 years of domestic tourism marketing experience (working at other firms), may the bidding company use examples of campaigns from these employees' backgrounds when answering this question?</p>	<p>Yes, all proposed bidders should be able to express their work experience as it relates to the RFP scope of work.</p>

QUESTIONS	ANSWERS
<p><b>12.</b> Reference</p> <p>IV. F.3. (Page 31)</p> <p><i>"Provide examples of two consumer campaigns your company has executed for a client in the past five years."</i></p> <p><u>Question:</u> Must these two examples of consumer campaigns be for tourism clients?</p>	<p>Per IV. F. 3 (Page 31), it states "Experiences with tourism marketing and advertising. Provide examples of two consumer campaigns your company has executed for a client in the past five years."</p> <p>The intent is that the experience is with tourism marketing and advertising.</p>
<p><b>13.</b> Reference</p> <p>IV. F.4. (Page 31)</p> <p><i>"Provide three examples of successful media buys that include television, online, print, social media, etc."</i></p> <p><u>Question:</u> Must these three examples of successful media campaigns be for tourism clients?</p>	<p>No, the examples of successful media campaigns do not have to be for tourism clients.</p>
<p><b>14.</b> Reference</p> <p>V.A.4.c. (Page 35)</p> <p><i>"technical considerations"</i></p> <p><u>Question:</u> How do you define "technical considerations" in the context of this proposal? Are you asking about our company's technical capabilities (media buying software, computer set-up, etc.)?</p>	<p>Technical considerations as noted in V.A.4.c (Page 35) refer to the physical environment and infrastructure needed to successfully carry out the bidder's proposed work. Considerations may include office space/location, project-specific equipment, phone and electronic communication systems, information technology (IT), data and information collection and processing and/or any other related feature.</p>
<p><b>15.</b> Reference</p> <p>V.C. (Page 37)</p> <p><i>The payment schedule for the project is tied to specific dates and deliverables."</i></p> <p><u>Question:</u> Will the awarded contractor be paid by a monthly retainer or by the fixed hourly costs pertaining to deliverables?</p>	<p>Fixed hourly as they relate to the deliverables. No monthly retainer.</p> <p>The awarded contractor will be paid by the fixed hourly costs pertaining to the deliverables. There will not be a monthly retainer.</p>
<p><b>16.</b> What states and/or destinations do you deem to represent significant competition to the State of Nebraska?</p>	<p>The following states and/or destinations are deemed to be of significant competition to the State of Nebraska: South Dakota, Colorado, Wyoming, Kansas, Missouri , Iowa, Minnesota</p>

QUESTIONS	ANSWERS
<p><b>17.</b> In your view, what feeder markets or areas, and key audiences, represent significant growth opportunities for Nebraska tourism?</p>	<p>The following feeder markets represent significant growth opportunities for Nebraska Tourism: Colorado, Texas, California, Chicago, Minneapolis, Kansas City</p> <p>The following key audiences represent significant growth opportunities for Nebraska Tourism: western culture, family fun, sporting, outdoor activities</p>
<p><b>18.</b> How will success be measured on an ongoing basis? What are the desired results and metrics by which those results will be measured?</p>	<p>This is a subject that will be discussed by the Commission and the awarded contractor.</p>
<p><b>19.</b> What current advertising work does the Nebraska Tourism Commission believe is effective in achieving similar expectations set for this assignment?</p>	<p>The Commission desires bidders to provide the best solution to the requirements of the RFP.</p>
<p><b>20.</b> Is the proposed budget of \$800-995K per year intended to cover agency fees? Or, agency services, paid media costs, and all outside production costs?</p>	<p>Yes, the budget is to cover all components, services and production that meet the requirements of this RFP.</p>
<p><b>21.</b> For the requested references, who from the Tourism Commission will most likely contact these references and at what point during the process? (as we like to be sure to give our current references appropriate notice for any upcoming referrals or requests).</p>	<p>Commission staff would contact references</p>
<p><b>22.</b> In regards to subcontractors, will there be an opportunity to revisit the suggested subcontractors once an approach is finalized with the Tourism Commission (as needs may change throughout the process)?</p>	<p>Yes</p>
<p><b>23.</b> Who is the printer that has traditionally been used for the Nebraska Travel Guide? Is it required that this project will remain with the existing partner, or will the agency be able to influence the production of this piece?</p>	<p>RR Donnelley was the printer used for the Nebraska Travel Guide. No, the printing company is decided by the bidder.</p>
<p><b>24.</b> What will be the methods used in determining if this partnership should be renewed annually for year 2 and 3?</p>	<p>The first term on this contract is for three years. The Commission will review the work and satisfaction level of performance when deciding whether or not to proceed with the renewal period(s).</p>

QUESTIONS	ANSWERS
<p><b>25.</b> Will spec creative work be expected as a part of the presentation portion of this process?</p>	<p>Should the Commission decide on Oral Interviews, creative work presented is at the discretion and choice of the proposed bidder; it is expected that any creative work presented would have significance and relativity to the tourism industry and the Commission.</p>
<p><b>26.</b> On page 26, the “media expenditures” budget is listed as \$800,000-\$995,000 annually. Is this the budget for media planning, scheduling, buying, and creating ONLY, or is this the budget for all requirements of the RFP?</p>	<p>Yes, it is the budget for all requirements of the RFP.</p>
<p><b>27.</b> Is it in the scope of this RFP to buy digital media? Or simply to coordinate with the firm who will be awarded the Interactive Contract? (Page 27)</p>	<p>Yes, it is in the scope of this RFP to buy digital media. Digital media will be coordinated between the awarded contractor of this RFP and the awarded contractor of the Interactive Web RFP.</p>
<p><b>28.</b> Will the “cohesive strategy for the Tourism Commission’s cooperative marketing partners” be separate from the Commission’s 3 year plan? (Page 27)</p>	<p>No, they should be tied together.</p>
<p><b>29.</b> Will the development of “cohesive regional strategies” be supplemented by the budgets of those regions receiving the strategies? (Page 28)</p>	<p>That is not known at this time. We would expect support from those markets but cannot guarantee it.</p>
<p><b>30.</b> Will cooperative marketing campaigns with other industry partners be supplemented by the budgets of those industry partners (CVB’s, NETA, etc.)? (Page 28)</p>	<p>See the answer to question #30.</p>
<p><b>31.</b> Section IV. Article F refers to having “a minimum of ten (10) years’ experience in handling tourism marketing and advertising”. Will not meeting this requirement automatically eliminate a responding bidder? (Page 31)</p>	<p>See the answer to question #10.</p>

## ADDENDUM TWO

DATE: June 17, 2013

TO: All Vendors

FROM: Michelle Musick/Robert Thompson, Buyers  
 State Purchasing Bureau

RE: RFP Number 4402Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	June 14, 2013 <b>June 17, 2013</b> <b>TBD</b>
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	June 24, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	June 24, 2013
6.	Evaluation period	June 24, 2013 – July 1, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	July 3, 2013
9.	Contract award	July 10, 2013
10.	Contractor start date	July 15, 2013

This addendum will become part of the proposal and should be acknowledged with the RFP.



## ADDENDUM ONE

DATE: June 14, 2013

TO: All Vendors

FROM: Michelle Musick/Robert Thompson, Buyers  
State Purchasing Bureau

RE: RFP Number 4402Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

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5.	Review for conformance of mandatory requirements	June 24, 2013
6.	Evaluation period	June 24, 2013 – July 1, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
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9.	Contract award	July 10, 2013
10.	Contractor start date	July 15, 2013

This addendum will become part of the proposal and should be acknowledged with the RFP.

# State of Nebraska (State Purchasing Bureau) REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:  
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Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 4402 Z1</b>	<b>May 30, 2013</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>June 24, 2013 2:00 p.m. Central Time</b>	<b>Michelle Musick / Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

## SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4402 Z1 for the purpose of selecting a qualified contractor to provide marketing through the development and implementations for a comprehensive marketing program including but not limited to, creative production, media buying, branding, research, national and international markets supporting the Commission's marketing objectives.

Written questions are due no later than June 10, 2013, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and ten (10) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something added or deleted.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

**Amendment:** Written correction or alteration.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** A second-stage bid in a public procurement for services.

**Bid:** The executed document submitted by a bidder in response to a Request for Proposal.

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid response to a solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, excepting public holidays.

**Calendar Day:** Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

**Collusion:** A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Confidential Information:** Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contract Administration:** The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

**Contract Management:** Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

**Contractor:** Any person or entity that supplies goods and/or services.

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

**Copyright:** A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Evaluation Committee:** A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with “Renewals.”



**F.O.B. Destination:** Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the contract.

**Mandatory:** Required, compulsory or obligatory.

**May:** Denotes discretion.

**Module:** A collection of routines and data structures that perform a specific function of the Licensed Software.

**Must:** Denotes the imperative, required, compulsory or obligatory.

**Off:** Winter with an emphasis with the new marketing contract to grow this campaign in the years ahead.

**Opening Date:** Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under contract to the State.

**Peak:** Summer

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Product:** A module, a system, or any other software-related item provided by the contractor to the State.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any “Critical Program Error.”

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total of all software, documentation, and services to be provided by the contractor under this contract.

**Proposal:** The executed document submitted by a bidder in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest:** A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

**Release Date:** Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with “Opening Date”.

**Renewal:** Continuance of a contract for an additional term after a formal signing by the parties.

**Representative:** Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms in all respects to the solicitation document.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Should:** Indicates an expectation.

**Shoulder:** Fall with a heavy emphasis on outdoor activities, cultural arts and heritage along with featured indoor attractions.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Solicitation Document:** Request for Proposal.

**Specifications:** The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

**System:** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

**Termination:** Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Upgrade:** Any improvement or change in the Software that improves or alters its basic function.

**Vendor:** An actual or potential contractor; a contractor.

**Will:** Denotes the imperative, required, compulsory or obligatory.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4402 Z1 for the purpose of selecting a qualified contractor to provide marketing through the development and implementation for a comprehensive marketing program including but not limited to creative production, media buying, branding, research, national and international markets supporting the Commission's marketing objectives.

A contract resulting from this Request for Proposal will be issued for a period of approximately three (3) years from date of award through June 30, 2016, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

### A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	May 30, 2013
2.	Last day to submit written questions	June 10, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	June 14, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	June 24, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	June 24, 2013
6.	Evaluation period	June 24, 2013 – July 1, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	July 3, 2013
9.	Contract award	July 10, 2013
10.	Contractor start date	July 15, 2013

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Michelle Musick / Robert Thompson  
Agency: State Purchasing Bureau  
Address: 301 Centennial Mall South, Mall Level  
Lincoln, NE 68508

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing marketing through the development and implementations for a comprehensive marketing program including but not limited to, creative production, media buying, branding, research, national and international markets supporting the Commission's marketing objectives at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. COMMUNICATION WITH STATE STAFF**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4402 Z1; Marketing Plan Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Musick / Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4402 Z1; Marketing Plan Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

**F. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and ten (10) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

**G. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

**H. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

**I. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.



## **J. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
  - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Form B, Technical Requirements and Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

## **K. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

## **L. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed, in ink, Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Form B, Technical Requirements and Cost Proposal.

**M. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**O. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

(Initial) \_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

#### B. AWARD

(Initial) \_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject

any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/agency-services-procurement-manual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

(Initial) \_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

## **F. INSURANCE REQUIREMENTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

### **1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

### **2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by

the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

### **3. INSURANCE COVERAGE AMOUNTS REQUIRED**

#### **f. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

#### **g. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

#### **h. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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#### **i. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	\$1,000,000 per occurrence
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### **4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

### **G. COOPERATION WITH OTHER CONTRACTORS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

## **H. INDEPENDENT CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

## **I. CONTRACTOR RESPONSIBILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

## **J. CONTRACTOR PERSONNEL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**



\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

## **T. ATTORNEY'S FEES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

## **U. ADVERTISING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

## **V. STATE PROPERTY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

## **W. SITE RULES AND REGULATIONS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

## **X. NOTIFICATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or

communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

## **Y. EARLY TERMINATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - j. if directed to do so by statute;
  - k. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - l. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - m. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - n. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - o. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - p. contractor intentionally discloses confidential information;

- q. contractor has or announces it will discontinue support of the deliverable;
- r. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

## **Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

## **AA. BREACH BY CONTRACTOR**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

## **BB. ASSURANCES BEFORE BREACH**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PENALTY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$10,000.00 dollars per month, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**DD. FORCE MAJEURE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**FF. PAYMENT**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**GG. INVOICES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices to be mailed to Nebraska Tourism Commission, 3010 Centennial Mall South, 1st Floor, Lincoln, NE 68509-8907. The terms and

conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

#### **HH. AUDIT REQUIREMENTS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

#### **II. TAXES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

#### **JJ. INSPECTION AND APPROVAL**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

#### **KK. CHANGES IN SCOPE/CHANGE ORDERS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

#### **LL. SEVERABILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

#### **MM. CONFIDENTIALITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### **NN. PROPRIETARY INFORMATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may

not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

## **OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

## **PP. PRICES**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.



Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

#### **QQ. BEST AND FINAL OFFER**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

#### **RR. ETHICS IN PUBLIC CONTRACTING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

#### **SS. INDEMNIFICATION**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

##### **1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of

the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**UU. ANTITRUST**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

## **VV. DISASTER RECOVERY/BACK UP PLAN**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

## **WW. TIME IS OF THE ESSENCE**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

## **XX. RECYCLING**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

## **YY. DRUG POLICY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

## **ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

\_\_\_\_\_ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder must provide the following information in response to this Request for Proposal.

##### **A. PROJECT OVERVIEW**

The Nebraska Tourism Commission ("Commission") is seeking the professional services of a contractor to work as collaborative partner in the development, implementation, and evaluation of a comprehensive marketing program to promote Nebraska as a travel destination to regional, national and international markets. The RFP is to identify the most qualified contractor to carry out all aspects of the Commission's marketing and advertising objectives.

The Commission is the state agency responsible for branding and marketing Nebraska to a variety of audiences including: potential tourists and visitors (both domestic and foreign), the travel trade industry, film and media. Marketing the Nebraska brand, as well as communicating our various natural venues, vacation options, cultural and heritage attractions, and overall destination quality are key to our mission. The Commission has experienced strong growth in the past couple of years.

The Commission is positioned to experience strong industry growth and has steadily witnessed encouraging growth within the past three years. Yearly growth rates in total visitor spending have averaged between five and six percent. In 2012, direct travel spending topped \$3.1 billion.

In order to build upon the Commission's growth, it is important to:

1. Bring visitors to the state through the promotion and elevation of the Nebraska brand year-round.
2. Increase visitor spending and length of stays.
3. Increase the number of domestic and international visitors.
4. Leverage private/public partnerships to promote the brand and increase the number of visitors and national exposure of Nebraska's offerings.
5. Position our brand to set the state apart and give us a competitive advantage as a destination.
6. Establish highly effective marketing and advertising campaigns that produce results and maximize return on investment.
7. Utilize research to maximize our marketing investments, strategies and efforts to key consumer target markets both in-state and out-of-state.
8. Continue to focus on traditional consumer and trade marketing with an emphasis in television, Internet/digital, new technology, adventurous and unique niches utilizing guerilla marketing tactics, complementing print and national exposure events.
9. Emphasize and complement public relations designed to produce stories, report web hits, earned media, and social media buzz/conversations about the state's attractions, events, history, culture, opportunities and emerging trends, etc.

To learn more about the Commission and its activities, it is recommended that bidders read the 2012 Annual Report, the 2012 Strategic Plan and review the current website at [http://industry.visitnebraska.org/index.php?option=com\\_content&view=article&id=15&Itemid=66](http://industry.visitnebraska.org/index.php?option=com_content&view=article&id=15&Itemid=66).

## **B. PROJECT ENVIRONMENT**

Expectations of the services provided

1. The contractor must work collaboratively with the Commission to raise awareness and strengthen relationships with the visitor and the industry. The contractor is expected to uphold the same vision and service to which the Commission is committed.
  - a. The State's marketing efforts will be multi-faceted, yet coordinated. The overall marketing strategy is broken into three RFPs (Interactive Web, Marketing Plan and Public Relations). This RFP is for the Marketing Plan only. The successful contractor of this RFP will work collaboratively with the successful contractors resulting from the Interactive Web and Public Relations RFPs.
  - b. The Contractor will perform the following as identified in D. Scope of Work.

## **C. PROJECT REQUIREMENTS**

The Contractor is expected to research and understand consumer travel planning trends, analysis, and the best form of adaptability for the Commission and the Commission's budget. Detailed requirements are provided in the RFP Scope of Work. The Commission media expenditures budget is approximately \$800,000 - \$995,000 annually to complete the requirements of this RFP Scope of Work. The Commission is allocating approximately \$800,000 - \$995,000 annually to complete the requirements of this RFP. Due to the fluidity of the industry, the allocation amount has the potential to expand based on the needs of Tourism.

All concepts, slogans, or plans submitted or developed by the Contractor for the Commission during the term of the agreement, whether or not used, and any and all layouts, copy, artwork, films, and other tangible material which the contractor prepares for the Commission or purchases for its account pursuant to any advertising campaign for the Commission, are the Commission's property exclusively.

The Commission must have direct access and editing capabilities of all content, including web files, database records, multi-media, HTML code and design templates.

## **D. SCOPE OF WORK**

Form B, Technical Requirements and Cost Proposal: All proposal responses must address and include Form C with the proposal response. The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Tourism Commission. Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in Section IV.D. Scope of Work will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted and shall be included in the proposed fixed price.

1. Develop a three year tourism marketing/advertising plan(s) to be updated annually, taking into accounts factors such as Nebraska's Marketing strengths and weaknesses, budgets, the competitive environment, the 2012 Tourism Commission Strategic Plan recommendations and how such data/information relates to current travel related demographics and trends (local, regional, national and international). Conduct research and develop target markets determined by the research and consumer outreach, including demographics, and geographic locations.

2. Provide an annual media plan, outlining and recommending measurable strategies support by solid research through the use of various media such as print, television, radio, internet, special events. Review and evaluate advertising opportunities and present to the Commission as needed and assigned.
3. Create, produce and place advertisement materials for all mediums designated in the marketing-advertising media plans. Contractor is responsible for producing and delivering materials according to specifications as defined by the other awarded contractors for the Interactive Web and Public Relations RFP's and upon the Commission's request.
4. Custom Publishing. Each year the Contractor, under the supervision of the Commission staff produces a Nebraska Travel Guide, a full color, high quality state visitor guide to be used as the primary fulfillment piece. This piece will be under complete renovation working in tandem with the Commission to craft a travel guide that best represents the culture and demographics of Nebraska Tourism and the ever changing approaches to marketing to the traveler.

Traditionally, this piece has been anywhere from 150 pages to 180, although this is still not guaranteed in the future. Contractor responsibilities would include but not be limited to:

- a. Graphic design and layout of the entire publication including custom illustration, photographs, maps, artwork, diagrams, etc.
  - b. Work with the Commission to conduct research, produce information and manage editorial content.
  - c. Convert Commission data base into suitable publishing file for industry use, that is a listing of all facilities and tourism services to include but not be limited to lodging, camping, restaurants. Have the ability to adapt to print and internet opportunities that the Commission may have interest in customizing pieces for.
  - d. Coordinate and supervise printing processes.
5. Scheduling and planning of comprehensive media schedules which are comprised of television, radio, newspapers, direct mail and other miscellaneous communication channels. The contractor will be expected to keep costs per impression at a competitive level, unless unique opportunities are presented that represent the good of the state. Prior written approval by the Commission is required.
  6. The Commission's branding will need to be reviewed, analyzed and possibly re-created. This would be a process included in this RFP. The successful contractor of this RFP will work collaboratively with the successful contractors resulting from the Interactive Web and Public Relations RFPs. The contractor will be required to enhance this designated brand/image or campaign strategy with creative images, music, messaging and design elements. This brand/campaign will also need to remain consistent throughout the separate seasonal campaigns which are commonly referred to as peak, shoulder and winter. The contractor will craft campaigns to address all seasonal opportunities, niches promotions, unique events, for increasing visitors to unique opportunities statewide.
  7. The contractor may also be expected to develop a cohesive strategy for the Tourism Commission's cooperative marketing partners.

8. The contractor may also be expected to develop cohesive regional strategies to assist in a more cohesive approach to regional marketing of Nebraska's areas.
9. The contractor will be responsible for the majority of the production of advertising materials reaching radio stations, television networks, cable networks, public television, newspapers and other publications.
10. The contractor may be required to research, plan and produce presentations (which may include script writing, video productions and on-site technical assistance) for a number of special events in which the Commission plays a major role in such as the Annual Tourism Conference, the Annual Agri-Eco Tourism Conference, National and International amateur sporting events, and other opportunities that may be presented to the Commission for consideration. The contractor will be expected to coordinate production of collateral materials needed to support the Commission's efforts at local, state and national/international meetings, conferences, service clubs, CVB meetings, trade shows, receptions, presentations, and media and trade blitzes.
11. Develop travel advertisements for the Nebraska Tourism Commission. This may require an agency film crew to travel to designated areas in the state to set up, direct, assist in talent scouting ( with the Commission) and shoot high quality film. Professional studio work and sound technicians will also be needed to produce the advertisements.
12. Cooperative marketing is one of the Commission's objectives is to produce effective and attractive cooperative marketing campaigns with visitor industry partners (CVB's, NETA, NHMA,NRA, Heritage Tourism partners and industry related non-profit organizations, sports commissions, etc). As such the contractor may be expected to provide support for this goal by producing and presenting coordinated media schedules, marketing presentations and cohesive marketing strategies to industry partners; assisting in the development and communication of cooperative marketing efforts that best reflect our unique offerings, regional areas and culture. Through these collaborative efforts, the contractor may be asked to assist in the development of new ideas, strategies and materials that best reflect the unity of the Tourism industry in Nebraska. This could include but not be limited to; enhancing cooperative partnerships and expand awareness of the marketing programs; develop creative, cutting, edge (print, television, etc) materials that strengthen the relationships and partnerships of within our industry.
13. Creative Services are an unknown, and the selected contractor must be able to be supportive and supply turn-key creative, innovative, cutting edge and competitive creative services to the Tourism Commission. These services must include, but are not limited to, the following: planning, consultation and presenting multiple creative options to the Commission in both electronic and printed mock-ups as they pertain to each project; editorial services and copywriting; fact-checking, proofreading and editing of all collateral materials in coordination with the Commission's Public Information Officer, before first routing to the client or project lead; revision of all content material as needed to appear across multiple platforms, including cooperative programs, adjusted as appropriate for the medium; creation and implementation of original creative, designs, artwork, templates and related elements that present a consistent brand as mutually developed with the Commission. All layout and design of agreed to media; cartography services, for all maps when present; typography; illustrations and photography to complement agreed upon key promotion and design direction; work in



tandem with the Commission's staff on design development, provide input and thought, potential direction of content for any new HD film footage that may seem different and all photography needs beyond what the Commission holds within its photo gallery, to enhance to quality of the product, which could include staged photo sessions.

14. Research is critical to the vitality and progressive movement for the Commission. Research data will play a critical role in all marketing efforts and must be the key decision making tool when it pertains to marketing and the evaluation of such campaigns, including coop partnerships. The selected contractor will be expected to: coordinate and conduct research projects including visitor survey's, (both written and electronic and other methods which may be unknown at this time) Develop Customer Relationship Management strategies and deploy surveys through various methods which include on-site interviews and in-person interviews and additional cutting edge industry related research methods that would provide useful data to enhance and expand Nebraska's Tourism's industry. The contractor will also provide the Commission with current and trending demographics that would assist in transforming and elevating Nebraska's tourism industry and enhance visitor experience.

#### **E. PROJECT PLANNING AND MANAGEMENT**

The cost associated with the following project planning and management activities must be included in the hourly rate proposed for each of the technical requirements specified in Form B, Technical Requirements and Cost Proposal. The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Tourism Commission. Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in Section IV.D. Scope of Work will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted and shall be included in the proposed fixed price.

1. At a minimum of one time each calendar week, the contractor will be expected to submit a status/progress report specifically outlining the following to the Commission via email:
  - a. Accomplishments achieved during the weekly reporting period
  - b. Activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks
  - c. Planned activities for the upcoming month
  - d. The specific planned activities and projects and projected completion dates remaining to be completed pursuant to the provisions of the contract
  - e. Any other pertinent information and accomplishments for the week
2. On a monthly basis, the contractor will submit a written spreadsheet report to the Commission that details status of the budget. The report shall include expenditures for the month, detailed expenditures to date by project, and the remaining balance, as well as media planning status, media placed, media billed and media yet to be billed along with any immediate change or deviation from the marketing plan strategies as a result of industry opportunities for Nebraska. The format of this report must be approved by the Commission.
3. The Contractor will provide a Planning Calendar that outlines the scope of upcoming projects at least eight weeks in advance of deadlines.

4. On a weekly and monthly basis, the contractor submit a statistical report of third-party social media monitoring, as well as a performance report of the Commission's social channels. A daily report pulling a feed from online conversations based on a pre-determined set of keywords is also expected. The Commission will determine which posts require a response, and will deliver such a response if necessary.
5. On a quarterly basis, the contractor will report on advertising and marketing effectiveness, as well as pre- and post-campaign brand awareness assessment report.
6. The contractor will be expected to participate in weekly or twice monthly web meetings on a date and time established by the Commission. At a minimum, the contractor will be required to travel to Lincoln, Nebraska, once a month for such meeting (at the contractor's expense) if not already located in Lincoln.
7. The contractor must have the financial capacity to contract and purchase media without advance payment by the Commission. These pass through costs may include, but are not limited to, legislative mandates, emerging technologies and/or secondary research. If a "pass through" cost is associated with the requirement, please include in the narrative response as indicated on Form B, Technical Requirements and Cost Proposal.

**8. Change Management**

This RFP is for a service that is dynamic in nature. As such, there will be natural project dynamics built into the process as well as outside change management that will need to be addressed.

**a. NATURAL PROJECT DYNAMICS**

Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in Section IV.D. Scope of Work will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted and shall be included in the proposed fixed price.

**b. OUTSIDE CHANGE MANAGEMENT**

There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.D. Scope of Work.

**c. CHANGE MANAGEMENT PROCESS**

The Contractor may submit Change Orders which fall under outside change management as described above. The Change Order must be acknowledged and accepted in writing by the Commission before any additional work is undertaken. Each Change Order Request submitted by the Contractor will:

- i. Provide a clear description of what is included in each change request.
- ii. Delineate impacts to the project's scope or budget.
- iii. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).

- iv. Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

**F. EXPERIENCE AND CAPABILITIES**

The bidder shall have a minimum of ten (10) years experience in handling tourism marketing and advertising. In particular, the bidder shall describe experience in the following areas:

1. Developing a tourism brand identity campaign domestically. If so, explain the campaign and cite the clients. Additional material may be provided.
2. Developing a tourism brand identity campaign internationally. If so, explain the campaign and cite the clients. Additional material may be provided.
3. Experiences with tourism marketing and advertising. Provide examples of two consumer campaigns your company has executed for a client in the past five years. With each campaign include:
  - a. The objectives of the campaign
  - b. The research and methodology that went into the development of the campaign
  - c. The resulting creative concept, including advertising, marketing, branding, and/or related efforts
  - d. Media strategy
  - e. The results of the campaign
  - f. How impact was measured
  - g. Please provide any collateral material – radio, print, TV, etc. that showcases your work on the consumer campaigns.
4. Provide three examples of successful media buys that include television, online, print, social media, etc.

## **V. PROPOSAL INSTRUCTIONS**

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

### **A. TECHNICAL PROPOSAL**

The Technical Proposal shall consist of four (4) sections:

1. SIGNED, in ink, "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

#### **1. REQUEST FOR PROPOSAL FORM**

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

#### **2. EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

#### **3. CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

**b. FINANCIAL STATEMENTS**

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous twelve (12) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past twelve (12) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past twelve (12) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past twelve (12) years, so declare.

If at any time during the past twelve (12) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a) the time period of the project;
  - b) the scheduled and actual completion dates;
  - c) the contractor's responsibilities;
  - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract

costs, project responsibilities, and time period were performed as a subcontractor.

**i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

**4. TECHNICAL APPROACH**

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan;
- e. deliverables and due dates.
- f. Provide a complete narrative of the contractor's assessment of the work to be performed in this RFP, the contractor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the contractor's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
- g. Provide specific point-by-point-responses for each of the following:

- i. Explain how the bidder has tracked advertising and branding campaigns and describe accountability and reporting procedures that have been implemented.
- ii. Describe the process for developing effective advertising.
- iii. Explain the role the client will play in the development of effective advertising.
- iv. Briefly explain how you have created campaigns that have effectively marketed to the travel trade industry.
- v. Explain the type of research that will be used in determining marketing tactics.
- vi. Describe how your agency has been able to meet deadlines and work under a tight timeline on past marketing campaigns.
- vii. Because the Commission needs to maximize the marketing funds in the most efficient and effective manner possible, the contractor must demonstrate the ability to aggressively purchase media spots while negotiating to provide the best possible placements and rates. Please explain each of the following:
- viii. The size of your media planning/buying department in terms of personnel, number of clients and workload.
- ix. Explain how you measure the success of these media buys and why they are considered to be successful
- x. Include any examples of value-add elements that were also negotiated in these media buys.

## **B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

### **1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### **2. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.



**3. FIXED HOURLY RATES**

The Commission includes natural project dynamics as part of the responsibilities of the Contractor within the fixed price. As such the Commission expects that while some staff will perform primarily operational roles and functions, and are budgeted in the fixed administrative cost, they may also provide support for solution change projects. The Commission requires the following pricing approach be used when addressing Change Management tasks and activities:

- a. The Commission requires the bidder to support projects to change the system in each year of operations. The annual Change Management pricing and budgets must be developed in the response to this RFP. These hourly rates shall remain fixed for the entire period of the contract, including all optional renewal periods;
- b. The hourly rate is to be used only for time spent directly on Commission-approved Change Order Requests. Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

## Form A

### Bidder Contact Sheet

#### Request for Proposal Number 4402 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address4402:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## Form B

### Technical Requirements and Cost Proposal

#### Request for Proposal Number 4402 Z1

For each of the following, please provide a narrative response of how the following requirements will be met. Please include frequency of each requirement in the narrative response. If a "pass through" cost is associated with the requirement, please include in the narrative response.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Tourism Commission. Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in Section IV.D. Scope of Work will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted and shall be included in the proposed fixed price.

Provide a cost per hourly rate for each of the requirements. For evaluation purposes, the cost per hourly rate will be averaged. Costs quoted shall be firm, including all renewal periods.

A completed form must be submitted with the proposal response.

Bidder's Company Name: \_\_\_\_\_

Technical Requirements		Hourly Rate
1.	Develop a three year tourism marketing/advertising plan(s) to be updated annually, taking into accounts factors such as Nebraska's Marketing strengths and weaknesses, budgets, the competitive environment, the 2012 Tourism Commission Strategic Plan recommendations and how such data/information relates to current travel related demographics and trends (local, regional, national and international). Conduct research and develop target markets determined by the research and consumer outreach, including demographics, and geographic locations.	
Narrative:		
2.	Provide an annual media plan, outlining and recommending measurable strategies support by solid research through the use of various media such as print, television, radio, internet, special events. Review and evaluate advertising opportunities and present to the Commission as needed and assigned.	
Narrative:		
3.	Create, produce and place advertisement materials for all mediums designated in the marketing-advertising media plans. Contractor is responsible for producing and delivering materials according to specifications as defined by the other awarded contractors for the Interactive Web and Public Relations RFP's and upon the Commission's request.	
Narrative:		
4.	Custom Publishing. Each year the Contractor, under the supervision of the Commission staff produces a Nebraska Travel Guide, a full color, high quality state visitor guide to be used as the	

Technical Requirements	Hourly Rate
<p>primary fulfillment piece. This piece will be under complete renovation working in tandem with the Commission to craft a travel guide that best represents the culture and demographics of Nebraska Tourism and the ever changing approaches to marketing to the traveler.</p> <p>Traditionally, this piece has been anywhere from 150 pages to 180, although this is still not guaranteed in the future. Contractor responsibilities would include but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Graphic design and layout of the entire publication including custom illustration, photographs, maps, artwork, diagrams, etc.</li> <li>b. Work with the Commission to conduct research, produce information and manage editorial content.</li> <li>c. Convert Commission data base into suitable publishing file for industry use, that is a listing of all facilities and tourism services to include but not be limited to lodging, camping, restaurants. Have the ability to adapt to print and internet opportunities that the Commission may have interest in customizing pieces for.</li> <li>d. Coordinate and supervise printing processes.</li> </ul>	
Narrative:	
<p><b>5.</b> Scheduling and planning of comprehensive media schedules which are comprised of television, radio, newspapers, direct mail and other miscellaneous communication channels. The contractor will be expected to keep costs per impression at a competitive level, unless unique opportunities are presented that represent the good of the state. Prior written approval by the Commission is required.</p>	
Narrative:	
<p><b>6.</b> The Commission's branding will need to be reviewed, analyzed and possibly re-created. This would be a process included in this RFP. The successful contractor of this RFP will work collaboratively with the successful contractors resulting from the Interactive Web and Public Relations RFPs. The contractor will be required to enhance this designated brand/image or campaign strategy with creative images, music, messaging and design elements. This brand/campaign will also need to remain consistent throughout the separate seasonal campaigns which are commonly referred to as peak, shoulder and winter. The contractor will craft campaigns to address all seasonal opportunities, niches promotions, unique events, for increasing visitors to unique opportunities statewide.</p>	
Narrative:	
<p><b>7.</b> The contractor may also be expected to develop a cohesive strategy for the Tourism Commission's cooperative marketing partners.</p>	
Narrative:	
<p><b>8.</b> The contractor may also be expected to develop cohesive regional strategies to assist in a more cohesive approach to regional marketing of Nebraska's areas.</p>	
Narrative:	
<p><b>9.</b> The contractor will be responsible for the majority of the production of advertising materials reaching radio stations, television networks, cable networks, public television, newspapers and other publications.</p>	

Technical Requirements	Hourly Rate
Narrative:	
<p><b>10.</b> The contractor may be required to research, plan and produce presentations (which may include script writing, video productions and on-site technical assistance) for a number of special events in which the Commission plays a major role in such as the Annual Tourism Conference, the Annual Agri-Eco Tourism Conference, National and International amateur sporting events, and other opportunities that may be presented to the Commission for consideration. The contractor will be expected to coordinate production of collateral materials needed to support the Commission's efforts at local, state and national/international meetings, conferences, service clubs, CVB meetings, trade shows, receptions, presentations, and media and trade blitzes.</p>	
Narrative:	
<p><b>11.</b> Develop travel advertisements for the Nebraska Tourism Commission. This may require an agency film crew to travel to designated areas in the state to set up, direct, assist in talent scouting ( with the Commission) and shoot high quality film. Professional studio work and sound technicians will also be needed to produce the advertisements.</p>	
Narrative:	
<p><b>12.</b> Cooperative marketing is one of the Commission's objectives is to produce effective and attractive cooperative marketing campaigns with visitor industry partners (CVB's, NETA, NHMA,NRA, Heritage Tourism partners and industry related non-profit organizations, sports commissions, etc). As such the contractor may be expected to provide support for this goal by producing and presenting coordinated media schedules, marketing presentations and cohesive marketing strategies to industry partners; assisting in the development and communication of cooperative marketing efforts that best reflect our unique offerings, regional areas and culture. Through these collaborative efforts, the contractor may be asked to assist in the development of new ideas, strategies and materials that best reflect the unity of the Tourism industry in Nebraska. This could include but not be limited to; enhancing cooperative partnerships and expand awareness of the marketing programs; develop creative, cutting, edge (print, television, etc) materials that strengthen the relationships and partnerships of within our industry.</p>	
Narrative:	
<p><b>13.</b> Creative Services are an unknown, and the selected contractor must be able to be supportive and supply turn-key creative, innovative, cutting edge and competitive creative services to the Tourism Commission. These services must include, but are not limited to, the following: planning, consultation and presenting multiple creative options to the Commission in both electronic and printed mock-ups as they pertain to each project; editorial services and copywriting; fact-checking, proofreading and editing of all collateral materials in coordination with the Commission's Public Information Officer, before first routing to the client or project lead; revision of all content material as needed to appear across multiple platforms, including cooperative programs, adjusted as appropriate for the medium;</p>	

Technical Requirements	Hourly Rate
creation and implementation of original creative, designs, artwork, templates and related elements that present a consistent brand as mutually developed with the Commission. All layout and design of agreed to media; cartography services, for all maps when present; typography; illustrations and photography to complement agreed upon key promotion and design direction; work in tandem with the Commission's staff on design development, provide input and thought, potential direction of content for any new HD film footage that may seem different and all photography needs beyond what the Commission holds within its photo gallery, to enhance to quality of the product, which could include staged photo sessions.	
Narrative:	
<p><b>14.</b> Research is critical to the vitality and progressive movement for the Commission. Research data will play a critical role in all marketing efforts and must be the key decision making tool when it pertains to marketing and the evaluation of such campaigns, including coop partnerships. The selected contractor will be expected to: coordinate and conduct research projects including visitor survey's, (both written and electronic and other methods which may be unknown at this time) Develop Customer Relationship Management strategies and deploy surveys through various methods which include on-site interviews and in-person interviews and additional cutting edge industry related research methods that would provide useful data to enhance and expand Nebraska's Tourism's industry. The contractor will also provide the Commission with current and trending demographics that would assist in transforming and elevating Nebraska's tourism industry and enhance visitor experience.</p>	
Narrative:	

### Change Management

There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.D. Scope of Work.

\$\_\_\_\_\_ per hour cost for Change Management

**Request for Proposal Number 4402 Z1**  
**Contract Number 57394 O4**  
**Proposal Opening: June 24, 2013**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Bailey Lauerman & Associates

1. Experience and Capabilities
2. Financial Statements
3. Proposed Personnel/Management Approach
4. Proposed Development Approach
5. Point By Point Responses

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Bailey Lauerman & Associates

1. None

57394 04

LAUERMAN  
communications

STATE OF

FOR PROPOSAL #4402 Z1  
Program for The Nebraska Tourism Commission



**STATE OF NEBRASKA REQUEST FOR PROPOSAL #4402 Z1**  
Comprehensive Marketing Program for The Nebraska Tourism Commission

Original Document

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## A. PROJECT OVERVIEW

The mission of the Nebraska Tourism Commission (the "Commission") is to expand Nebraska's dynamic and diverse travel industry, making it more viable by creating awareness and attracting more visitors, which results in greater tourism revenue and economic gain throughout the state. The Commission seeks to emphasize year-round marketing campaigns, with an emphasis on Peak (Summer), Shoulder (Fall), and Off (Winter).

The Commission is positioned to experience strong industry growth and has steadily witnessed encouraging growth within the past three years. Yearly growth rates in total visitor spending have averaged between five and six percent. In 2012, direct travel spending topped \$3.1 billion.

In order to build upon the Commission's growth, it is important to:

- Bring visitors to the state through the promotion and elevation of the Nebraska brand year-round.
- Increase visitor spending and length of stays.
- Increase the number of domestic and international visitors.
- Leverage private/public partnerships to promote the brand and increase the number of visitors and national exposure of Nebraska's offerings.
- Position the brand to set the State apart and give Nebraska a competitive advantage as a destination.
- Establish highly effective marketing and advertising campaigns that produce results and maximize return on investment.
- Utilize research to maximize marketing investments, strategies and efforts to reach key consumer target markets, both in-state and out-of-state.
- Continue to focus on traditional consumer and trade marketing with an emphasis in television, Internet/digital, new technology, adventurous and unique niches utilizing guerilla marketing tactics, complementing print and national exposure events.
- Emphasize and complement public relations designed to produce stories, reports, web hits, earned media, and social media buzz/conversations about the state's attractions, events, history, culture, opportunities and emerging trends, etc.

## B. PROJECT ENVIRONMENT

Expectations of the services Bailey Lauerman will provide:

- Bailey Lauerman must work collaboratively with the Commission to raise awareness and strengthen relationships with the visitor and the industry. We are expected to uphold the same vision and service to which the Commission is committed.
- Coordinate our efforts with the other firm(s) selected to represent the other RFP assignments (Interactive Web Services and Public Relations).
- Perform the work identified in D. Scope of Work.

### C. PROJECT REQUIREMENTS

Bailey Lauerman will provide the services requested, including research and consumer insight gathering specific to travel planning trends and provide the best possible recommendations for maximizing the allocated budget of \$800,000–\$995,000 to be invested annually to help drive the key business outcomes for the Commission.

All concepts, slogans, or plans submitted or developed by Bailey Lauerman for the Commission during the term of the agreement, whether or not used, and any and all layouts, copy, artwork, films, and other tangible material which the agency prepares for the Commission or purchases for its account pursuant to any advertising campaign for the Commission, are the Commission's property exclusively.

We also understand that the Commission must have direct access and editing capabilities to all content, including web files, database records, multi-media, HTML code and design templates.

### D. SCOPE OF WORK

We understand the scope of services and work to be completed as detailed within the RFP, including:

1. Bailey Lauerman will be responsible for developing a three year marketing and advertising plan within the total allocated budget of \$800,000–\$995,000 annually. This plan will be formed from a solid foundation established through thorough analysis of the existing brand, consumer and marketplace trends, demographic information and considerations, travel and tourism marketing trends and considerations, competitive states, as well as primary research with select target audiences that will be included as part of our team's recommended approach.
2. This plan will detail an annual media plan focused on measurable strategies utilizing potential media channels including print, television, radio, online and special events. Our team will also review and evaluate advertising opportunities on an ongoing basis and present recommendations to the Commission as appropriate. In addition, we will be responsible for scheduling and planning comprehensive media schedules. This approach will also address regional marketing for each of Nebraska's respective areas.
3. In addition, our team will provide comprehensive creative services for the Tourism Commission. Our team will supply turn-key creative, innovative and cutting-edge recommendations. In addition, our skilled team of professionals will produce and place advertising materials designated for the recommended media plan, in cooperation with the other RFP partners identified for Interactive Web and Public Relations.
4. Our team will also design and produce the Nebraska Travel Guide as suggested, as well as recommend and oversee the entire production process—something we're very familiar with, given our relationships with several major brands who develop and distribute annual product guides including Disney and Exmark.

5. Following the approval of a comprehensive media plan recommendation, our team will schedule and plan all media schedules for all agreed-to mediums. We will also keep costs per impression at a competitive level, unless there are unique opportunities presented that require written approval from the Commission.
6. Provide a comprehensive assessment of the existing Nebraska brand and provide recommendations for all future efforts. Because a change in the overall strategy will impact the other partners identified through the other two RFP efforts, Bailey Lauerman will effectively communicate the new strategy, creative approach and brand. This brand will be flexible enough to accommodate specific promotional needs such as seasonable campaigns and opportunities, niche promotions, unique events and as a way to help drive visitors to unique opportunities across the state.
7. Our team will develop a cohesive strategy for the Commission's cooperative marketing partners as requested.
8. Our team will also develop cohesive regional strategies to compliment the broader media strategy as a way to approach the marketing of specific regions of the state.
9. Bailey Lauerman will manage the production of all advertising to fulfill the established media plan including interfacing with key executives from radio stations, television networks, cable networks, public television, newspapers and other publications.
10. As requested, our team will also be available to research, plan and produce presentations for the special events the Commission plays a role in. Given our historical experience serving the Nebraska Tourism brand, at one point our team traveled each year the Annual Tourism Conference, as well as others, and would look forward to the opportunity to reinstate those activities.
11. Following the approval of a larger brand strategy, Bailey Lauerman will execute specific travel advertisements for the Nebraska Tourism Commission, including securing an in-house agency film crew to travel to designated areas within the state to capture creative assets for use in professional quality film production.
12. We will also partner effectively with potential industry partners, similar to how we've done so for Omaha's Henry Doorly Zoo and Aquarium.
13. We realize that creative services will be further defined upon establishing an agreed-to strategy for the overall promotion of the Nebraska brand. In which case, our team already anticipates fulfilling the requested services detailed within the RFP, as it closely mimics the process we follow with most of our clients.
14. Last but not least, we concur with the Commission's perspective that research should play a critical and vital role in the development of any communications or brand platform. As a result, we'll dedicate several team members from our brand planning department, each with deep experience and knowledge of the best strategies and tactics to achieve the best possible information.

We look forward to a potential partnership with your team and to demonstrate our ability to not simply fulfill, but exceed your team's expectations in each of the respective areas detailed.



#### E. PROJECT PLANNING AND MANAGEMENT

1. Our team will provide weekly updates as requested by the Commission, addressing each of the key items detailed within the RFP.
2. On a monthly basis, Bailey Lauerman will provide a budget recap and update, including expenditures by month, by project and the remaining balance, as well as all pertinent details regarding the media plan, placement and billing. We will work with your team to establish a format that effectively reaches the reporting objectives of the Commission.
3. Our team will provide a planning calendar that looks at least eight weeks out, to account and effectively plan for all upcoming deadlines.
4. Regarding social media reporting, we're happy to accommodate this reporting request. However, based on our recent submission for RFP 4398Z1 we would want to clearly identify how these efforts are to be structured so that they are not duplicative to what would be executed by the partner selected for the Web Interactive Services RFP.
5. On a quarterly basis, our team will provide an assessment of campaign performance. In addition, we will structure and execute a brand awareness assessment both pre- and post-campaign (2013 and 2016).
6. We would be happy to accommodate weekly or bi-weekly web meetings in partnership with the Interactive Web Services RFP partner. In fact, the Commission recognized that Bailey Lauerman is well-equipped to handle the assignments detailed within both RFPs because there is great opportunity for the overall creative and media approach to heavily influence and affect the approach to an online marketing program.
7. Our team has responded to both RFPs with the intent of providing the Commission with the best possible solution for both of those detailed efforts—a solution that maximizes the value the Commission will receive from our agency and allows our team create solutions that are not siloed or limited in any way, shape or form.
8. Our agency has the financial capacity to contract and purchase media without advance payment by the Commission.
9. Regarding change management, our team recognizes that the services provided as a part of this RFP will be dynamic in nature and there will be outside change management that will need to be addressed. We would expect this from any client we work with on a consistent basis. As a result, we will follow the process detailed by the Commission.



#### A. REQUEST FOR PROPOSAL FORM

See attached signed, in ink, "State of Nebraska Request for Proposal for Contractual Services" form. By signing the "Request for Proposal for Contractual Services," Bailey Lauerman guarantees compliance with the provisions stated in the Request for Proposal, agrees to the Terms and Conditions stated in the Request for Proposal and certifies that we maintain a drug-free workplace environment.

**State of Nebraska (State Purchasing Bureau)**  
**REQUEST FOR PROPOSAL FOR**  
**CONTRACTUAL SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
301 Centennial Mall South, 1st Fl  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 4402 Z1</b>	<b>May 30, 2013</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>June 24, 2013 2:00 p.m. Central Time</b>	<b>Michelle Musick / Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4402 Z1 for the purpose of selecting a qualified contractor to provide marketing through the development and implementations for a comprehensive marketing program including but not limited to, creative production, media buying, branding, research, national and international markets supporting the Commission's marketing objectives.

Written questions are due no later than June 10, 2013, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and ten (10) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: Bailey Lauerman & Associates Inc.  
COMPLETE ADDRESS: 1248 'O' Street, Suite 900  
TELEPHONE NUMBER: 402-475-4800 FAX NUMBER: 402 475-5182  
SIGNATURE: Chris Laughlin DATE: 6/18/13  
TYPED NAME & TITLE OF SIGNER: Chris Laughlin - VP Controller

### III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

(Initial) W Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

#### B. AWARD

(Initial) W Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject

any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/agency-services-procurement-manual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

(Initial)   *W*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

  *W*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

  *W*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

## **F. INSURANCE REQUIREMENTS**

  *CV*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

### **1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

### **2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by

the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

### 3. INSURANCE COVERAGE AMOUNTS REQUIRED

#### f. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

#### g. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

#### h. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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#### i. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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### 4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

### G. COOPERATION WITH OTHER CONTRACTORS

   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.



2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

**H. INDEPENDENT CONTRACTOR**

  *CV*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

  *CV*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

  *CV*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

**X. NOTIFICATION**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or

communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

#### Y. EARLY TERMINATION

  *CV*   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - j. if directed to do so by statute;
  - k. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - l. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - m. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - n. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - o. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - p. contractor intentionally discloses confidential information;

- q. contractor has or announces it will discontinue support of the deliverable;
- r. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

  C   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

  C   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

  C   Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PENALTY**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$10,000.00 dollars per month, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**DD. FORCE MAJEURE**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**FF. PAYMENT**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**GG. INVOICES**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices to be mailed to Nebraska Tourism Commission, 3010 Centennial Mall South, 1st Floor, Lincoln, NE 68509-8907. The terms and

conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

#### HH. AUDIT REQUIREMENTS

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

#### II. TAXES

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

#### JJ. INSPECTION AND APPROVAL

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

#### KK. CHANGES IN SCOPE/CHANGE ORDERS

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).



The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

**LL. SEVERABILITY**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**MM. CONFIDENTIALITY**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**NN. PROPRIETARY INFORMATION**

CW Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may

not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. PRICES**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**QQ. BEST AND FINAL OFFER**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**RR. ETHICS IN PUBLIC CONTRACTING**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**SS. INDEMNIFICATION**

☒ Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of

the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

☒ Accept (Initial) \_\_\_\_\_ ☐ Reject (Initial) \_\_\_\_\_ ☐ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**UU. ANTITRUST**

☒ Accept (Initial) \_\_\_\_\_ ☐ Reject (Initial) \_\_\_\_\_ ☐ Reject and Provide Alternative within RFP Response (Initial)

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**VV. DISASTER RECOVERY/BACK UP PLAN**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**WW. TIME IS OF THE ESSENCE**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**XX. RECYCLING**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

**YY. DRUG POLICY**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

CV Accept (Initial) \_\_\_\_\_ Reject (Initial) \_\_\_\_\_ Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

## **B. TERMS AND CONDITIONS**

By signing the "Request For Proposal For Contractual Services" form, Bailey Lauerman guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug-free workplace environment.

**C. FORM A – BIDDER CONTACT SHEET – REQUEST FOR PROPOSAL NUMBER 4402 Z1**

Form A was completed and submitted to provide the State with information on Bailey Lauerman's name and address, and the specific people who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Bailey Lauerman
Bidder Address:	1299 Farnam Street, Suite 930 Omaha, NE 68102
Contact Person & Title:	Julia Doria, EVP/Chief Marketing Officer
E-mail Address:	jdoria@baileylauerman.com
Telephone Number (Office):	402.514.9430
Telephone Number (Cellular):	402.639.5795
Fax Number:	402.514.9400

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person whom the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Bailey Lauerman
Bidder Address:	1299 Farnam Street, Suite 930 Omaha, NE 68102
Contact Person & Title:	Julia Doria, EVP/Chief Marketing Officer
E-mail Address:	jdoria@baileylauerman.com
Telephone Number (Office):	402.514.9430
Telephone Number (Cellular):	402.639.5795
Fax Number:	402.514.9400





## A. EXECUTIVE SUMMARY

Bailey Lauerman (BL) is uniquely qualified to work with the Nebraska Tourism Commission to create awareness and strengthen relationships with the visitor and the industry by creating an integrated, comprehensive, year-round, three-year marketing program. This qualification is a result of our combined experience in research, strategic and creative development, technology, social media, communications planning and media buying/negotiation and creative execution. We can seamlessly integrate all of the services you require, from the initial research through creative and strategic recommendations to execution.

In fact, we believe that the Commission should reconsider assigning three agencies to this scope of work. We think you only need two. Which is why we've aggressively pursued both the digital/online marketing RFP, as well as the marketing/advertising RFP. We think the two go together. And we believe that you can benefit greatly from having an integrated team integrating these two efforts—rather than splitting it between several, separate entities.

While growth has remained steady the past several years for the Tourism Commission, the competition for consumers' disposable income and vacation dollars is becoming increasingly complex. According to Tourism Economics, a Pennsylvania-based tourism research firm, tourism ultimately results in additional jobs for any particular state, noting that "in an economic climate where job creation is a paramount objective, tourism is one of the better means of generating employment." In addition, tourism tends to generate more taxes per dollar than other industries (Source: Tourism Economics).

Ultimately, the Tourism Commission must alter its approach to marketing to more effectively harness the power of creativity, new technologies and the proliferations of media to affect each individual consumer's purchase decision and overall perception of Nebraska tourism. We believe our team is well positioned to help the Tourism Commission achieve its business goals over the course of the next three years.

Specific to the requirements of this assignment, your interests and anticipated needs, our experience includes strategic and creative leadership for one of America's most respected tourism brands—Disney.

In addition, we've partnered with many of the top tourism attractions and events headquartered right here in Nebraska including Omaha's Henry Doorly Zoo and Aquarium, the 2008 and 2012 U.S. Olympic Team Trials for Swimming, Husker sports, the Lincoln Children's Zoo and several others. In addition, we've helped build some of the best brands for Fortune 500 companies headquartered in Omaha including Union Pacific and ConAgra Foods. Not to mention, our team consistently lead complex connections planning assignments for retail-driven brands like CommunityAmerica and Nationwide Insurance. While these clients have targeted a diverse set of audiences, each had a specific goal in mind—drive business results and revenue.

Being Nebraska-based, coupled with a national client base, we understand the state's geographic and demographic diversity while also being heavily influenced by consumers outside our own backyard. We understand the local media landscape and the best opportunities to gain exposure and generate buzz—not just locally—but within the most impactful circles of influence that sprawl across the country.

In examining the assignment for the State of Nebraska and driving tourism activities year-round, we see great opportunity for a more effective comprehensive marketing program. Within our response, we've highlighted several comparable assignments our team has effectively tackled over the past two years, including work for Omaha's Henry Doorly Zoo and Aquarium (most recently named the #1 Zoo in America by tripadvisor.com), Union Pacific and the Lincoln Children's Zoo.

From our perspective, this Request for Proposal requires a unique set of skills that likely aren't all contained within a single agency team—except ours. We've assembled what we believe is the most effective, most efficient, most compelling manner in which we can approach the challenge of leveraging a new strategy and a compelling creative approach to draw visitors to the state of Nebraska.

The principles of navigating today's complex marketplace congruent with the way we already approach our work on behalf of clients—we begin with research to gather the necessary information and insight; we ask our staff of strategists, technology, media (paid and earned) and creative professionals to use that information to create ideas and the distribution of ideas that will be disruptive and effective among a set of selected target audience; and ultimately, we stay focused on producing results and demonstrating Return On Investment (ROI).

We'd welcome the opportunity to help grow tourism for a state so many of us love to call home. Thanks in advance for the opportunity.





#### A. BIDDER IDENTIFICATION AND INFORMATION

##### **Omaha Office (Headquarters)**

1299 Farnam Street, Suite 930  
Omaha, Nebraska 68102

##### **Lincoln Office**

1248 O Street, Suite 900  
Lincoln, NE 68508

Bailey Lauerman was founded in 1970 as Bailey Lewis & Associates Incorporated, a Nebraska corporation. In 1991, the company changed its name to Bailey Lauerman & Associates. Bailey Lauerman currently employs 74 employees in our Lincoln and Omaha locations.

Federal Employer ID Number

47-0523739

State ID Number

24-1167898

#### B. FINANCIAL STATEMENTS

The financial information required for this proposal is proprietary information.

##### **Banking References**

Katie Thompson  
Business Relationship Manager  
Wells Fargo Bank  
1248 O Street  
Lincoln, NE 68508  
402.434.4284

### C. CHANGE IN OWNERSHIP

Bailey Lauerman does not anticipate any change of ownership during the next 12 months.

### D. OFFICE LOCATION

The services requested in this proposal will be performed and managed out of our Omaha office.

### E. RELATIONSHIP WITH THE STATE

#### 1. #2738Z1 Building Bridges: For You, For Now, For Life

Contacts: Sue Huffman, Paula Eurek

Bailey Lauerman was contracted to conduct social marketing research with young women ages 16 to 25, their male partners, and industry professionals to discover their perceptions of healthy lifestyles. Based on this research, we created seven potential strategies and are in the process of creating messaging encouraging these young women to carry out life course health practices.

#### 2. #RFP 2966Z1 Life Course Education

Contacts: Sue Spanhake, Paula Eurek

Bailey Lauerman was contracted to create educational materials that would help train providers that work closely with youth in the age groups of 16 to 25. These materials were to help provide the message of the TUNE campaign that was to help young adults think about healthy lifestyles in new ways using Life-Course Health as the model. Materials were delivered through a variety of conferences and other selected provider networks.

#### 3. # RFP 3178Z1 TUNE

Contacts: Sue Spanhake, Paula Eurek

Bailey Lauerman worked on the third phase of the TUNE project to add awareness to the campaign. We conducted an additional musician search that created 7 new songs for the project that hit on additional healthy lifestyle issues. We also utilized traditional and social media to promote the campaign as well as worked with providers such as educators and physicians to work TUNE messaging into their practices.

#### 4. #11-P-92404/7-01 Medicaid Infrastructure Grant

Contacts: Joni Thomas, Sharon Johnson

Ticket to Work—Bailey Lauerman was contracted to perform one-on-one interviews with stakeholders in state associations and advocacy organizations regarding the issue of competitive employment for people with disabilities. Interviews were expanded to consumers and employers. We also supported the program by designing the Nebraska logo, stationery items, brochures, posters and website. Another facet of our partnership was to provide public relations support through media training, opinion editorial articles and PAC attendance.

5. #28335-04 Reproductive Health Grant

Contact: Julie Reno

Bailey Lauerman developed a new logo, graphic standards, signage and system identity for the Nebraska Reproductive Health Program. We are in the process of creating positive messages for young women conveying the idea that sex has consequences. Based on industry research, we are in an active partnership with the Department of Health and Human Services to find the most relevant way to house these messages to reach the target audience.

6. #2172 Z1 Maternal Health Program Grant to Lutheran Family Services

Contact: Jane Simpson

Bailey Lauerman served as a consultant and sub-contractor to LFS. We developed a social marketing campaign for Dawson County to provide services to culturally diverse pregnant women. One-on-one interviews were conducted, the program was named, creative concepts were produced and a new website was designed.

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

No current Bailey Lauerman employee or subcontractor for this proposal is or was an employee of the State in the past 12 months.

G. CONTRACT PERFORMANCE

Bailey Lauerman has received no termination for default or early termination on any contracts with the State in the past three years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Bailey Lauerman has 43 years of marketing and communications experience on the state, regional and national levels. National recognition for the quality of our work helps us recruit top-tier talent which consistently receives creative and strategic recognition and, most importantly, generates results.

As a full-service communications firm, we will bring an integrated suite of services to this project. We will seamlessly partner with you from initial research through strategic planning and execution to develop the most relevant and impactful digital marketing approach.

We have selected three previous projects that have similar attributes regarding size, scope and complexity to this particular assignment. The following page contains a summary matrix of these three projects in which we served as the prime contractor, followed by their respective narrative project descriptions.

## H.2. SUMMARY MATRIX OF RELATED EXPERIENCE

**FIGURE 1: SUMMARY MATRIX OF RELATED EXPERIENCE**

Client/Project	Budget	Bailey Lauerman Responsibilities
<b>AMC Theatres Brand Development and Promotion</b> 2011–Present Prime Contractor	>\$1 million	<ul style="list-style-type: none"> <li>▪ Research study implementation</li> <li>▪ Analysis, reporting and recommendations</li> <li>▪ Communication campaign production</li> <li>▪ Creative development, design and copywriting</li> <li>▪ Video capture, editing and production</li> <li>▪ Special event/presentation coordination and production</li> <li>▪ Strategic planning and project management</li> </ul>
<b>Union Pacific</b> 2001–Present Prime Contractor	>\$10 million	<ul style="list-style-type: none"> <li>▪ Insight gathering: Conducted quantitative research with prospective customers.</li> <li>▪ Communications Planning: recommended and implemented 15-month media plan based on trends and consumption behavior of target audience</li> <li>▪ Advertising campaign: Creative development, design and copywriting, production, distribution and placements, including:               <ul style="list-style-type: none"> <li>○ 10 Print Ads</li> <li>○ TV production (1 - :60, 2- :30, 4 :15)</li> <li>○ Online ads</li> <li>○ Microsite: <a href="http://www.unionpacific.com">www.unionpacific.com</a></li> </ul> </li> </ul> <p>Ongoing project management and strategic planning services including follow-up research to track brand awareness and customer acquisition</p>
<b>Lincoln Children's Zoo</b> 2011–2012 Prime Contractor	\$30,000	<ul style="list-style-type: none"> <li>▪ Concept/creative development</li> <li>▪ Graphic design</li> <li>▪ Print production services and coordination</li> <li>▪ Media consultation and communications planning</li> <li>▪ Animation and motion graphics</li> <li>▪ Copy/script writing</li> <li>▪ Radio and television production</li> <li>▪ Strategic planning</li> <li>▪ Guerilla marketing planning</li> </ul>



## H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

### Example A: AMC THEATRES BRAND DEVELOPMENT

Time period of project:	January 2012–Present
Scheduled completion date:	July 19, 2013
Actual completion date:	In development; On target to hit scheduled completion date
Currently planned budget:	> \$1 million
Actual budget:	> \$1 million

#### Challenge and Initial Research

Most consumers view theatres as commodities differentiated only by their location and the films they exhibit. Comprehensive consumer research executed by the AMC Theatres team revealed that typically, the theatre decision is driven by the film title, proximity and show time.

In other categories, numerous brands have successfully moved consumers from such a product-driven decision to an experience-driven choice. For instance, today, consumers routinely drive past several close-to-home venues where one might purchase a cup of coffee to reach Starbucks. A brand phenomenon where we happily pay a premium for the experience of being called by name and served a triple venti, double chocolate chip Frappuccino in a trend-forward, aroma-filled, European setting.

AMC Theatres, America's premium movie exhibitor, had created a highly differentiated and superior theatre experience. Our challenge was to brand it...to convince moviegoers to drive past competitors' theatres and instead come to AMC. And in so doing, change a long-standing, deeply rooted consumer behavior in America's movie-going culture.

Going to the movies is an experience filled with rituals. The aroma of popcorn wafting through the lobby conjures the upcoming moment of transformation. The ticket taker tears your ticket, releasing you into another world. A world where you select your row. And your seat. Settling into a comfortable chair. As the houselights dim, the screen brightens and abducts you from reality on a magical beam of moviemaking.

These are the rituals that heighten our movie-watching anticipation. And because great brands have great rituals, AMC Theatres is masterful at using them to deliver a superior in-theatre experience. So much so, that if first-run movies had a choice, we believe they would rather be viewed in an AMC theatre.

#### Resulting Creating Concept and Media Strategy

Our greatest asset is owned media. Millions upon millions of moviegoers pass through our lobbies and sit in our auditoriums every year. Our opportunity was to envelope our captive audience in the AMC brand. To create an immersive, branded experience. Through sight and sound, of course. But also through aroma, taste and touch.

We knew if we could dominate the five senses, we could own the sixth sense—the mind.

Our solution was to create a branded experience where you can power down your cell phone. And power up your senses and imagination. Using branded content on our screens, in our lobbies and throughout our entire venue.

A new brand voice and look was created, inspired by the brand's historical round, red logo. Etiquette videos, branded content during the preshow, lobby signage, website, email templates, gift cards, employee uniforms, snack packaging, promotions and social efforts all are being redesigned to reflect the new brand voice.

Importantly, Bailey Lauerman strategically and creatively defined the brand. The work that will follow, however, will be in collaboration with partner agencies and the in-house creative team at AMC Theatres.

We've created a foundation and system that enables the promotion agency to deliver the new brand voice via our AMC Stubs loyalty program; the web and social team to bring it to life online; and the in-house creative services team to develop back-of-house materials for employees, in each case, leveraging distribution vehicles already in place.

#### Brand Introduction and Campaign Results, Measuring Impact

Internal brand launch marked the company's most successful leadership conference in history

- CEO Gerry Lopez unveiled the new AMC amazing brand internally to an unprecedented standing ovation from more than 350 general managers.

Momentum created by new brand triggered corporate acquisition

- On May 7, 2012, The New York Times reported that any deal, whether for the entire company or for a major stake, would put a current value of roughly \$1.5 billion on AMC. Two weeks later, and just following the launch, China's Dalian Wanda Group Co. purchased AMC Theatres for \$2.6 billion, a substantial increase over the projected valuation.

Record attendance/revenue January-June 2012

- Robert Lenihan, president of programming at AMC Entertainment Inc., offered, "Our better and fresher branded experience is causing guests to visit the theater more often."

Bailey Lauerman Responsibilities:

- Prime contractor
- Strategic planning and project management
- Creative development; design and copywriting
- Video editing and production

Customer Contact

Letha Steffey

VP, Theatres Marketing & Consumer Insights

AMC Theatres

O: 816.480.5876 or 913.213.2292 (after July 3)

[lsteffey@amctheatres.com](mailto:lsteffey@amctheatres.com)

## H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

### Example B: UNION PACIFIC ACQUISITION CAMPAIGN

Time period of project:	May 2010–October 2010 (research start date through media launch date)
Scheduled completion date:	October 13, 2010
Actual completion date:	October 13, 2010
Planned budget:	\$10 million
Actual budget:	\$10 million

#### Objectives

For decades, Union Pacific was highly regarded as the country's most capable and most efficient means of hauling cargo. The company was a great railroad. But it was just a railroad. By the end of the 20th century, however, new categories of transportation brought new opportunities for companies needing to ship their goods. With the completion of the interstate highway system, long-haul trucks were able to reach thousands of places trains couldn't. And the advent of overnight air freight allowed companies to deliver products less than 24 hours after an order was placed.

By 2010, consolidation in the rail industry left only four major railroads, with Union Pacific as the largest and arguably the most visible. But that visibility wasn't translating to new customers. Businesses valued agility, responsiveness and ease in their transportation solutions. Because railroads were confined to their tracks, many potential customers didn't associate those traits with Union Pacific and didn't see rail as a part of a modern logistics solution (Union Pacific Prospective Customer Reputation Study, May 2010).

To compete and grow, logistics managers, who didn't know much about Union Pacific and who didn't believe rail could be a vital part of their supply chain solution, needed to be won over.

#### Research and Methodology

In May of 2010, Bailey Lauerman conducted research to understand perceptions among prospects: they were completely unaware of UP's capabilities and offerings. Seventy-two percent didn't believe rail was an option for their company. Union Pacific needed to re-position the company as not simply a railroad, but a true, end-to-end provider with the logistics expertise and experience prospects' shipping needs demand. A comprehensive television, print and online campaign was developed to set the record straight.

## Resulting Creative Concept

The "You'll Find Us" campaign employs three main tactics—print, television and online. All creative elements drove to a unique microsite where a prospect could learn more and ultimately contact a member of Union Pacific's onboarding team. This team is a special group of customer service personnel assembled for their expertise in orienting new customers to rail and how to work with Union Pacific.

The "You'll Find Us" campaign adopted a hero creative element across all tactics. A large metal shield reminiscent of the company logo became the campaign icon.

In print and television, the campaign shield is placed in various locations to illustrate that Union Pacific is already an integrated part of American business, and could very well be a part of yours. Using more than ten locations across the print and television executions highlighted UP's experience across a number of unexpected industries. While these surprising industries might not be a direct translation to a prospect's business, we wanted our audience to think, "I didn't know UP could do that. I wonder what they could do for me."

The messaging in the television and print focuses on dispelling the myth that without tracks to your door, UP isn't a shipping option. The copy also focuses on establishing UP as more than just a railroad but a true logistics provider with the expertise to meet your company's demands.

Online, the shield was used a little differently. To continue educating prospects on UP's capabilities, the shield's reflection was used as a canvas to display a number of the items that UP ships. For industry-specific site placements, the online banners displayed relevant items. The rich media executions and homepage takeover units allowed the user to explore dozens of items and view one of the TV spots.

## Media Strategy

Research indicated a company's logistics and shipping decision-making process has two players—logistics managers and C-suite executives. The logistics managers are responsible for recommending or selecting shipping partners. These folks are responsible for the true day-to-day management of their company's logistics. The C-suite executives, while farther removed from the day-to-day process, approve or authorize the shipping decision. We needed to connect with both.

The campaign was driven by a media strategy designed to reach prospects across industry verticals that aligned with Union Pacific's capabilities. We targeted both purchase influencers (logistics managers) and final decision-makers (C-suite executives). In addition to learning these two groups have similar media consumption habits, research conducted told us that news and information drives their day. And we could connect with them throughout that day in a variety of ways via a surround-sound strategy.

We wanted to reach them prepping for their day ahead, in the office and online, playing evening catch-up and staying engaged on the weekends. Using a variety of media tactics to capture the target during all parts of their work day and week allowed us to capitalize on media/information consumption patterns that ensure exposure to the majority of our audience.

The campaign includes a mix of trade outlets (print and online), mainstream business outlets (print and online), online networks and broadcast (cable and Sunday morning). A sample of the campaign media mix:

- Prep for the day ahead:
  - CNN, CNBC, MSNBC, *Wall Street Journal*. One way or the other they're catching up on what happened overnight while they get ready to hit the road.
- In the office and online:
  - CNBC.com, MarketWatch, Fortune.com, WSJ.com, etc. The screens are on and the search for pertinent information begins.
- Evening catch-up:
  - *Fortune*, *Bloomberg's BusinessWeek* and *Inc.* Catching up on the less urgent news of the day offers opportunities to engage again through unique print.
- Working for the weekend:
  - *Fox News Sunday*, *Meet the Press*, *Face the Nation*. Keeping up doesn't stop just because the week is done. Sunday morning is critical to staying on top of the issues and getting ready for the week ahead.

**Lead responsibilities:**

- Strategic Management: Led research assignment to uncover: what freight shippers are top of mind, what railroad is regarded as the industry leader, what attributes prospective customers look for when selecting a freight shipping partner, and what attributes prospective customers associate with Union Pacific
- Identified third-party research provider to conduct quantitative research of 500 logistics managers
- Creative Direction & Production: With research completed, developed multi-channel creative campaign. Creative management was from concept to execution and included:
- TV production (third-party production house and director was identified and hired) of the following spots:
  - (1) :60
  - (2) :30
  - (4) :15
- Print photo shoot & production of 10 print ads (job included agency hiring and managing photographer)
- Online ad development
- Microsite creation and development

**Customer Contact**

Donna Kush

Vice President - Public Affairs, Northern Region

Union Pacific Corporation

[dmkush@up.com](mailto:dmkush@up.com)

o: 402.544.3753

## H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

### Example C: Lincoln Children's Zoo – 2012 Zooglies Campaign

Time period of project:	Sept. 14, 2011 – May 11, 2012
Scheduled completion date:	May 11, 2012
Actual completion date:	May 11, 2012
Planned budget:	\$30,000
Actual budget:	\$30,000

#### Objectives

Not unlike amusement parks, zoos rely on introducing something new to their visitors every year. For amusement parks that means a new ride. For zoos, a new animal or exhibit. For 2012 the Lincoln Children's Zoo had neither. Long considered one of the top Children's zoos in the country, the Lincoln Children's Zoo had seen attendance, revenue, membership and class participation numbers either decline or struggle to keep up with inflation. The zoo needed to increase all four major areas of growth for 2012 and to do so without a new animal attraction or exhibit.

The Zoo had experienced very little measurable growth over the past two years; in some cases there were trends showing declines in attendance, engagement and revenues. That needed to stop and needed to stop this year.

- Objective #1: ***Increase membership sales***
  - Grow zoo memberships by 2–3% over the two previous years.
- Objective #2: ***Increase gate attendance***
  - Grow paid admissions to the zoo by 2–3% over the previous year.
- Objective #3: ***Increase class sign-up/participation***
  - Grow summer camp attendance by 2–3% over the previous two years.
- Objective #4: ***Increase food and beverage sales***
  - Achieve an increase of 2–3% in sales at the Safari Café at the zoo over the previous two years.
- Objective #5: ***Increase store sales***
  - Capitalize on anticipated increased zoo traffic to grow sales in the Zoo Store by 2–3% over the previous year

## Research and Insight

Talk about the animals. We knew that the absence of a new animal or exhibit could hinder zoo growth if not handled properly. We needed to literally create the new animals using the imagination of the children who visit the zoo. We talked extensively with kids who visited the zoo and asked them what they saw. To describe in vivid detail the creatures they enjoyed seeing most.

From those conversations we created Zooglies, a collection of animals from the minds of our child customers. Creatures with names like Scorfle Dork, Horn Flopper, Bibbly Bear, Batter Fly, Fox Popper, Scorch Naggler, Wisker Fink, Woogle Snort, Pindle Snip and Sceruncher became the zoo's new animals.

It was time to let imaginations run wild. Translating what we heard from our conversations into actual "imagined" creatures was frankly easy. We turned to the father of two young children who also happened to be the director of design at the agency partner. Through the eyes of his children and many, many other children, he was able to create a series of 12 imagined animals that we called Zooglies.

## Resulting Creative Concept and Media Strategy

The idea was to take the Zooglies from the drawing board and make them come to life in the form of animation, point of sale, promotional materials. To give them life inside and outside of the zoo.

The primary geographic target for the Lincoln Children's Zoo is Lincoln, Nebraska with a tertiary market of Southeastern Nebraska. So most promotional efforts centered in the city itself. The zoo had a group of mass media partners that either donated space and time or offered it at a reduced rate for the promotional efforts. This included television, radio, print and out-of-home. Making sure we had sufficient coverage in our primary market was key to raising awareness for the Zooglies effort.

Creating buzz for the campaign was aided by a strong digital effort including Facebook, YouTube and Pinterest platforms.

## Results of the Campaign\*\* -- Measured Impact

- Grew zoo memberships by 2–3% over the two previous years.
- Paid attendance at the zoo totaled over 120,000—a 20% increase over the previous year, **210% above goal.**
- Summer camp attendance more than tripled from 2010 (growth of 317%) and more than doubled from 2011 (growth of 130%). Camp revenue nearly doubled from 2010 and tripled from 2011.
- Achieved an increase of 9% over the previous two years—**330% above goal.**
- Store sales grew by 14% over the previous two years—**168% above goal.**

\*\*Source for all results: Lincoln Children's Zoo—confidential

### Any Other Factors of Note

There were two major factors that made this year's results truly exceptional.

First, for the first time in many years the zoo was not adding a new animal or exhibit. In the past two years both penguins and a new camel exhibit were added. The absence of something new to see at the zoo this year could have potentially had a huge impact on all performance measures.

Second, the weather for the past two years has been unseasonably mild (average temperature of 69 degrees April – August) making for great zoo weather. The forecast for the summer of 2012 was for record temperatures which came true including the hottest July on record.

So despite the lack of a new animal/exhibit and the more extreme than expected weather conditions, this year's attendance, memberships, participation and revenues exceeded goals/expectations.

### Bailey Lauerman Responsibilities

- Strategic planning and project management
- Creative development; design and copywriting
- Website development and management, including weekly updates
- Social media strategy, implementation, monitoring and reporting
- Video editing and production
- Communications planning and reporting, including online media planning and placement (SEM, SEO and online display)

### Customer Contact

John P. Chapo  
President/CEO  
Lincoln Children's Zoo  
1222 S. 27th St  
Lincoln, NE 68502  
O: 402.475.6741 ext.125  
[JChapo@lincolnzoo.org](mailto:JChapo@lincolnzoo.org)



## J. SUBCONTRACTORS

Based on the research and discovery process, a creative strategy and concept direction will be developed. Once approved by the Commission, we will partner with photographers and video production houses to bring the campaign to life and create a suite of assets. These assets will include: broadcast, web videos and B-roll video, as well as stills that will be used in ads, collateral and digital applications.

In lieu of an approved strategy and creative concept, and given the total budget outlined in this RFP, a creative production budget of approximately 15–20% (\$150–200,000) for the first year and 10–15% (\$100–150,000) for the second and third years would be an appropriate target spend.

We will explore all options to find Nebraska-based production subcontractors to partner with. In the event we cannot find the appropriate skills or quality levels within the state to execute the final concept, we will expand the search externally with the approval of The Nebraska Tourism Commission.

Nebraska-based firms that we have had success with in the past producing high-quality, economically responsible projects are:

### VIDEO/PHOTOGRAPHY

David Radler  
2553 Leavenworth St  
Omaha, NE 68105-1658  
davidradler.com  
402.342.6230

David Radler is a national-caliber photographer that works with some of America's largest brands and is based in Omaha. His ability to shoot both high-quality video and stills allows for efficiency, affordability and flexibility. His talent of capturing a wide range of subject matter makes him a strong candidate regardless of concept.

### PHOTOGRAPHY

Scott Dobry Pictures  
7701 Pine Cir  
Omaha, NE 68124  
scottdobry.com  
402.391.5700

Scott Dobry is a very talented, Omaha-based photographer with 20 years of experience. Scott has the ability to shoot video as well as stills and is able to be very nimble and responsive which may be necessary depending on the direction of the campaign.

#### PHOTOGRAPHY

Bob Ervin  
3630 S 61st Avenue Cir  
Omaha, Nebraska 68106-4353  
ervinphoto.com  
(402) 551-3449

Bob Ervin is an Omaha-based photographer with nearly 30 years experience. He produces high quality stills and is versatile and has a very wide range in terms of his capabilities. His experience shooting all across the state would work to our advantage.

#### PRE- AND POST-CAMPAIGN BRAND AWARENESS RESEARCH

Per the RFP, a pre- and post-campaign brand awareness study is also required. This will require a significant investment of time, energy and costs. In which case, we would recommend partnering with The MSR Group in order to achieve as many efficiencies as possible to still ensure the appropriate outcomes for the Commission.

The MSR Group  
Sara Martens  
1121 N 102nd Ct.  
Omaha, NE 68114  
(402) 392-0755  
[www.themsrgroup.com](http://www.themsrgroup.com)

Percentage of total budget: 6% (\$66,700)



## A. UNDERSTANDING OF THE PROJECT REQUIREMENTS

### **Project Description**

We understand that this project addresses the goal of increasing tourism growth and revenue for the State of Nebraska.

- To raise awareness and strengthen relationships with the visitor and the industry by creating a comprehensive three-year marketing plan to be reviewed annually.
- Work collaboratively with the successful contractors resulting from the Digital Plan and Public Relations RFPs to execute a multi-faceted, coordinated marketing effort.

We understand the selected contractor will be responsible for the development, implementation and evaluation of a comprehensive marketing plan to promote Nebraska as a travel destination to regional, national and international markets.

While growth has been steady the past three years, the competition for consumers' dispensable income and vacation dollars is becoming increasingly complex. According to Tourism Economics, a Pennsylvania-based tourism research firm, tourism ultimately results in additional jobs for any particular state, noting that "in an economic climate where job creation is a paramount objective, tourism is one of the better means of generating employment." In addition, tourism tends to generate more taxes per dollar spent than other industries. (Source: Tourism Economics).

Ultimately, the State of Nebraska needs to develop and establish a brand that captures the essence of what Nebraska has to offer potential tourists. It must be a brand that is supported by memorable, compelling, emotional advertising in order to cut through the cluttered space and impact consumers within niche media channels and during key points of their travel planning phase.

Achieving this goal will be vital in continuing to attract new and repeat visitors to the State of Nebraska over the course of the next three years, as a way to generate additional revenue for the state—a task our team will not take lightly.

## Scope of Work and Proposed Deliverables

Achieving the stated goal will result in these key deliverables:

- Developing a three-year tourism marketing/advertising plan to be updated annually
- Executing appropriate research, based on existing knowledge gaps identified by the Commission and Bailey Lauerman
- Developing an annual media plan including measurable strategies, supported by research in mediums such as print, television, radio, internet and special events
- Producing all materials for recommended media plan
- Executing the *Nebraska Travel Guide* in conjunction with the Commission
- Scheduling, planning and management of agreed-to media plan
- Assessment of current branding and recommended brand approach for the Tourism Commission
- Cohesive, complementary strategy recommendation for cooperative marketing partners and regional marketing approaches
- Assembling presentations (specific to marketing, branding and the overall approach) as requested for annual events, tradeshow, meetings and other appearances
- Developing trade advertisements, including overseeing any onsite production (broadcast, photography, sound editing, etc.)
- Developing a cooperative marketing recommendation
- Providing creative services as described in the RFP
- Executing a pre- and post-campaign brand awareness study, as well as ongoing consumer research and trend monitoring as identified in the RFP and by the Bailey Lauerman team

## C. TECHNICAL CONSIDERATIONS

### **Requirements of the RFP**

#### *Reporting*

Bailey Lauerman will work closely with the Commission to deliver reports for each item detailed within our proposal, including weekly status updates. The method of these updates could include email, conference calls or in-person meetings, and will be driven by the discussion agenda and parties required to attend.

#### *Research Methodology*

The Commission will need to provide a list of prospective research participants. Bailey Lauerman will plan to recruit, coordinate and execute the research at the appropriate location.

#### *Design Files*

Bailey Lauerman may require all current working/source files used in the creation of the existing marketing materials in order to more efficiently deploy design changes and updates.

#### *Meeting and Evaluation Schedule*

In addition to the presentations to the Commission noted on the work plan, schedules and formats for reporting and documentation should be established. The agency can meet with the Commission and the evaluator at the time of each deliverable. Regularly scheduled status meetings are another option. Since we are located within 45 minutes of each other, with many of our team members working in Lincoln, we are flexible and open to your preferred method of ongoing communication and evaluation.

#### *Turn-key Work Products*

The execution of the final creative products will not be identified until a strategy has been selected and tested. A comprehensive communications plan and detailed work plan for the execution of the final work ready to launch will occur once that strategy is approved.

#### D. DETAILED PROJECT WORK PLAN

##### Work Plan 1 – Research, Creative Development and Media Plan Development and Implementation

TASK	STAFF RESPONSIBLE	TIMELINE
Contract begins	State Tourism Representatives	August 1, 2013
Review resources provided by the Commission	Doug Hagge Carter Weitz Sandra Cranny Marty Amsler Rich Claussen Kelsey Dempsey Mary Golwitzer	Week of August 5
Organize list of resources	Kelsey Dempsey Mary Golwitzer	August 12–23
Kickoff meeting to meet team members and partner agency, discuss project, review expectations	Bailey Lauerman Team Partner Agency State Tourism Representatives	Week of August 19
Schedule aspiration and business download session with State Tourism Representatives	Bailey Lauerman Team State Tourism Representatives	Week of August 26
Execute Discovery activities (including pre-campaign brand awareness study)	Doug Hagge Diane Krajicek Erica Heiden Kelsey Dempsey Mary Golwitzer	September 3– November 1

Review findings from Discovery activities and Articulation recommendations with State Tourism Representatives	Bailey Lauerman Team State Tourism Representatives	Week of November 3
Deliver creative and media recommendations	Doug Hagge Carter Weitz Sandra Cranny Marty Amsler Rich Claussen Kelsey Dempsey Mary Golwitzer	Week of January 6
Client approval of recommendations	State Tourism Representatives	Week of January 13
Creative execution and implementation of agreed-to media plan	Marty Amsler Ron Sack Cliff Watson Rich Claussen Kelsey Dempsey Mary Golwitzer Sandra Cranny Jessica Polmanteer Sierra Frauen	January 20–April 7
Client review of creative assets	State Tourism Representatives	Week of April 7
Revisions implemented	Marty Amsler Ron Sack Cliff Watson Rich Claussen Kelsey Dempsey Mary Golwitzer	Week of April 14
Client approval	State Tourism Representatives	Week of April 21
Campaign launch; regularly scheduled reporting and assessments begin	Marty Amsler Ron Sack Cliff Watson Rich Claussen Kelsey Dempsey Mary Golwitzer	May 1, 2014



Work Plan 2—Custom Publishing Assignment

TASK	STAFF RESPONSIBLE	TIMELINE
Kickoff meeting and discovery session with State Tourism Representatives	BL Team State Tourism Team	Week of September 9
Client delivery of previous <i>Nebraska Travel Guide</i> native art files	State Tourism Team	Week of September 9
Conduct research	BL Team	September 16–27
Content planning meeting	BL Team State Tourism Team	Week of September 16
Content development/gathering assets	BL Team State Tourism Team	September 23– January 6
Deliver creative recommendation	BL Team	January 6
Client approval of recommendation	State Tourism Team	January 13
Copywriting, cover/spread design, pagination	BL Team	January 15–February 7
Photography/illustration pre-production meeting	BL Team State Tourism Team	Week of January 20
Photography/illustration/map/diagram development	BL Team	January 22–April 7
Client review of copy draft #1 and cover/spread design	State Tourism Team	February 10–21
BL revising copy/content	BL Team	February 24–March 7
Client review of copy draft #2 and cover/spread design	State Tourism Team	March 10–14
Client to provide final copy approval	State Tourism Team	March 17
Professional proofreading	BL Team	Week of March 17
Full layout and print production recommendations/estimate to client	BL Team	April 11
Client review/revisions of draft #1 layout to BL; Client approval of production estimate	State Tourism Team	April 14–25
Revised full layout draft #2 to client	BL Team	May 9
Client to review draft #2 full layout	State Tourism Team	May 12–16
Professional proofreading	BL Team	May 12–16
Final creative to client for final approval	BL Team	May 30
Final client approval	State Tourism Team	June 2–6
Print production	BL Team	June 9–July 7

#### E. DELIVERABLES AND DUE DATES

DELIVERABLES	DUE DATES
Review findings from Discovery activities and Articulation recommendations with State Tourism Representatives	Week of Nov. 3, 2013
Deliver creative and media recommendations	Week of Jan. 6, 2014
Client review of copy draft #1 and cover/spread design	February 10-21, 2014
Campaign launch; regularly scheduled reporting and assessments begin	May 1, 2014
Delivery of final piece	July 30, 2014

## F. ASSESSMENT OF THE WORK TO BE PERFORMED, ABILITY, APPROACH AND NECESSARY RESOURCES

In reviewing the scope of work detailed within the RFP, our team agrees with the Commission's overall approach, as well as many of the priorities identified within the strategic plan. And, we have complete confidence that our agency can deliver on the expectations set forth in the RFP.

Based on our team's proven experience developing brands and comprehensive marketing efforts for companies and organizations all over the country, we would be incredibly proud to have the opportunity to make such a positive impact on the State of Nebraska—especially in considering tourism as a major contributor to job creation.

We've executed efforts comparable in size, scope and timeframe for brands like Disney, Union Pacific and AMC Theatres—all of which experienced huge returns on investment with the work we produced.

With the depth of talent and resources needed for success, our approach is collaborative and iterative in nature. We believe solutions are best developed in tandem with our clients, not in absence of.

In addition, our approach is simple, yet smart. Comprehensive, yet streamlined. Efficient, yet effective. We've applied this approach dozens of times for companies of all sizes. And, we're confident your team will be not just pleased, but thrilled with the outcomes of our work.

From our team's perspective, the biggest opportunity is to create a memorable, emotional brand for the State of Nebraska that will increase the likelihood of more Americans (especially those in our top markets) visiting Nebraska, and extending their stay.

According to the research executed to inform the strategic plan, only approximately 35 percent of those who say they are not likely to visit Nebraska in the next year cite a lack of interest, while 17 percent attribute it to a lack of knowledge about what Nebraska has to offer. Our goal would be to create a brand and marketing approach that would clearly articulate the emotional and tangible value Nebraska has to offer travelers. In many regards, we believe there could be great opportunity to leverage the many family and friends living in Nebraska, whom visitors are considering visiting at some point throughout the next year.

In terms of resources, we believe there may be an opportunity to secure cost savings on some fronts, such as the development and production of the *Nebraska Travel Guide*. Consumer expectations and demands are changing. Many of the traditional catalogue approaches for our current clients have been replaced in favor of more frequent, ongoing methods of communication that leverage technology.

In addition, in examining the total allocation of tourism dollars by state within the strategic plan, Nebraska's level of investment may need to be re-examined based on the states that the Commission would ideally like to compete with. While we aim to outsmart where we can't outspend, in most instances, more dollars applied to the right target consumer, via the right channel, show up in the bottom line.

All things considered, we can't wait to get started on this assignment.



**A. PRICING SUMMARY (YEAR 1, TO BE ADJUSTED ACCORDINGLY FOR YEAR 2 AND 3)**

<b>1. Brand Discovery .....</b>	<b>\$25,000</b>
▪ Business planning session	
▪ Assessment of existing information, data and resources	
▪ Recommendations for additional consumer insight gathering	
▪ Review of proprietary, secondary research specific to travel/tourism (MRI, Yankelovich, Iconoculture)	
▪ Competitive evaluation	
<b>2. Brand Articulation.....</b>	<b>\$15,000</b>
▪ Establish foundational brand elements	
▪ Recommended strategic approach for media and marketing/advertising plan development	
<b>3. Creative Development and Execution.....</b>	<b>\$237,000</b>
▪ Creative recommendations for Nebraska brand	
▪ Execution of necessary assets for fulfillment of media plan	
▪ Creative development and execution of Nebraska Tourism Guide	
<b>4. Media Plan Development, Execution and Implementation .....</b>	<b>\$45,000</b>
▪ Annual plan development	
▪ Regular reporting on media performance	
▪ Evaluation of new opportunities on behalf of the Commission	
▪ Implementation and management of media plan fulfillment	
<b>5. Account Leadership and Project Management .....</b>	<b>\$40,000</b>
▪ Weekly status meetings	
▪ Monthly budget recaps and reporting	
▪ Integration with other partner agencies	
▪ Proactive planning and resource management	
▪ Quarterly evaluation of campaign performance	
<b>6. Pre-Brand Campaign Awareness Tracking Study.....</b>	<b>\$33,000</b>
▪ Benchmark study (post-campaign study not estimated at this time)	
<b>Subtotal .....</b>	<b>\$395,000</b>

The Commission and Bailey Lauerman select one concept and recommended approach to be fully developed.



**ANTICIPATED MEDIA COSTS/INVESTMENTS (YEAR 1, TO BE ADJUSTED ACCORDINGLY  
FOR YEAR 2 AND 3)**

**1. Anticipated media value (with value-added negotiations) ..... \$800,000\***

\*Assumes investment of only \$400,000 on part of the State of Nebraska and a 2-to-1 total media value ratio)

- Print
- Out-of-home/outdoor
- Radio
- TV
- Online

**ANTICIPATED PRODUCTION COSTS (YEAR 1)**

**1. Photography ..... \$75,000**

**2. Video/TV/Broadcast ..... \$125,000**

**Subtotal ..... \$600,000**

**TOTAL ..... \$995,000**

This fixed cost price includes the following assumptions:

- 3,290 hours of agency performance hours
- Estimated \$15,000 for out-of-pocket costs for research, travel, facilities and other potential hard costs

**B. PAYMENT SCHEDULE (YEAR 1 – TO BE ADJUSTED ACCORDINGLY FOR YEAR 2 AND 3)**

DATE	% OF CONTRACT	DELIVERABLES
November 30, 2013	25%	Research/Discovery summary, brand recommendations and strategic media plan recommendations
January 30, 2014	25%	Creative recommendations and final media plan
April 30, 2012	25%	Campaign assets developed and ready for launch
September	25%	Media plan fulfillment and reporting

**Billing Practice**

The format for all invoices that Agency submits to Advertiser shall be billed monthly. All invoices rendered to Advertiser are due and payable to Agency within thirty (30) days from date of Advertiser's receipt, unless otherwise set forth herein or agreed to in writing by the Parties. All invoices shall be fully supported by the following documentation, as it may be applicable: (a) affidavits reflecting the contract price of agreements entered into on Advertiser's behalf; (b) third party invoices; (c) media buy contracts; or (d) such other documentation as may reasonably be requested by Advertiser. Invoices for media shall be billed at least one month in advance of the media insertion and run dates to permit timely payment by Advertiser. Vendor invoices requiring pre-payment shall be communicated to client and handled on an individual basis.

FORM B—TECHNICAL REQUIREMENTS AND COST PROPOSAL-REQUEST FOR PROPOSAL  
NUMBER 4402 Z1

Below is the narrative response of how the following requirements will be met by Bailey Lauerman.  
Also provided is the cost per hourly rate for each of the requirements.

**Request for Proposal Number 4402 Z1**

For each of the following, please provide a narrative response of how the following requirements will be met. Please include frequency of each requirement in the narrative response. If a "pass through" cost is associated with the requirement, please include in the narrative response. The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Tourism Commission. Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in Section IV.D. Scope of Work will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted and shall be included in the proposed fixed price. Provide a cost per hourly rate for each of the requirements. For evaluation purposes, the cost per hourly rate will be averaged. Costs quoted shall be firm, including all renewal periods. A completed form must be submitted with the proposal response.

Bidder's Company Name:     Bailey Lauerman    

Technical Requirements	Hourly Rate
<p><b>1.</b> Develop a three year tourism marketing/advertising plan(s) to be updated annually, taking into accounts factors such as Nebraska's Marketing strengths and weaknesses, budgets, the competitive environment, the 2012 Tourism Commission Strategic Plan recommendations and how such data/information relates to current travel related demographics and trends (local, regional, national and international). Conduct research and develop target markets determined by the research and consumer outreach, including demographics, and geographic locations.</p>	<p>\$120/hr</p>
<p>Narrative: Bailey Lauerman will use an approach centered on research and gathering consumer insights to inform a smart, effective approach both from a media and creative perspective. Our method will assess the current campaign strengths, the competitive landscape, opportunities, consumer trends and primary research insights. Services provided include research, brand strategy, strategic planning, connections planning and account leadership and project management.</p>	
<p><b>2.</b> Provide an annual media plan, outlining and recommending measurable strategies support by solid research through the use of various media such as print, television, radio, internet, special events. Review and evaluate advertising opportunities and present to the Commission as needed and assigned.</p>	<p>\$120/hr</p>
<p>Narrative: Our connections strategy team will provide the best plan for achieving the desired business results established by the Commission. We'll utilize our access to proprietary research tools including MRI, Yankelovich and Iconoculture to determine the best possible ways to connect with prospective visitors – and ultimately enhance their perspective on the state of Nebraska. Services provided including connections planning, media buying/negotiation and project management.</p>	



Technical Requirements	Hourly Rate
<p>3. Create, produce and place advertisement materials for all mediums designated in the marketing-advertising media plans. Contractor is responsible for producing and delivering materials according to specifications as defined by the other awarded contractors for the Interactive Web and Public Relations RFP's and upon the Commission's request.</p>	<p>\$120/hr</p>
<p>Narrative: Based on the agreed-to media plan, Bailey Lauerman will execute the necessary creative assets to fulfill the individual placements. We will also collaborate as needed with the other RFP partners at the Commission's request. Services provided including creative concepting, creative direction, art direction, graphic design, copywriting, production management, finish art and project management</p>	
<p>4. Custom Publishing. Each year the Contractor, under the supervision of the Commission staff produces a Nebraska Travel Guide, a full color, high quality state visitor guide to be used as the primary fulfillment piece. This piece will be under complete renovation working in tandem with the Commission to craft a travel guide that best represents the culture and demographics of Nebraska Tourism and the ever changing approaches to marketing to the traveler.</p> <p>Traditionally, this piece has been anywhere from 150 pages to 180, although this is still not guaranteed in the future. Contractor responsibilities would include but not be limited to:</p> <ol style="list-style-type: none"> <li>Graphic design and layout of the entire publication including custom illustration, photographs, maps, artwork, diagrams, etc.</li> <li>Work with the Commission to conduct research, produce information and manage editorial content.</li> <li>Convert Commission data base into suitable publishing file for industry use, that is a listing of all facilities and tourism services to include but not be limited to lodging, camping, restaurants. Have the ability to adapt to print and internet opportunities that the Commission may have interest in customizing pieces for.</li> <li>Coordinate and supervise printing processes.</li> </ol>	<p>\$120/hr</p>
<p>Narrative: Bailey Lauerman is familiar and comfortable with this type of assignment given our extensive experience with the Exmark product catalogue, as well as Disney's "Year of a Million Dreams" consumer catalogue. Services provided will include creative concepting, creative direction, art direction, graphic design, copywriting, production management, finish art, account leadership and project management.</p>	

5.	Scheduling and planning of comprehensive media schedules which are comprised of television, radio, newspapers, direct mail and other miscellaneous communication channels. The contractor will be expected to keep costs per impression at a competitive level, unless unique opportunities are presented that represent the good of the state. Prior written approval by the Commission is required.	\$120/hr
Narrative: Bailey Lauerman has a fully-staffed media department capable of taking on this assignment. Based on the brands we currently serve in this capacity, we have every confidence that we can secure the 2:1 value-add ratio for the Commission. Services provided will include connections planning strategy, media buying, media coordination, media reporting and project management		
6.	The Commission's branding will need to be reviewed, analyzed and possibly re-created. This would be a process included in this RFP. The successful contractor of this RFP will work collaboratively with the successful contractors resulting from the Interactive Web and Public Relations RFPs. The contractor will be required to enhance this designated brand/image or campaign strategy with creative images, music, messaging and design elements. This brand/campaign will also need to remain consistent throughout the separate seasonal campaigns which are commonly referred to as peak, shoulder and winter. The contractor will craft campaigns to address all seasonal opportunities, niches promotions, unique events, for increasing visitors to unique opportunities statewide.	\$120/hr
Narrative: We concur that the branding should be re-evaluated and have built our technical proposal to address the development of a new brand for the Commission.		
7.	The contractor may also be expected to develop a cohesive strategy for the Tourism Commission's cooperative marketing partners.	\$120/hr
Narrative: Bailey Lauerman currently serves this role for Omaha's Henry Doorly Zoo and Aquarium and we look forward to the opportunity to do so for the Commission.		
8.	The contractor may also be expected to develop cohesive regional strategies to assist in a more cohesive approach to regional marketing of Nebraska's areas.	\$120/hr
Narrative: As part of our comprehensive plan, we'll be sure to address the regional priorities as agreed-to with the Commission. This could include media, creative and other connection opportunities.		
9.	The contractor will be responsible for the majority of the production of advertising materials reaching radio stations, television networks, cable networks, public television, newspapers and other publications.	\$120/hr
Narrative: As part of our overall creative development, our team will produce and oversee the production of the necessary assets in tandem with the subcontractors we've identified for utilization throughout this process.		

<p><b>10.</b> The contractor may be required to research, plan and produce presentations (which may include script writing, video productions and on-site technical assistance) for a number of special events in which the Commission plays a major role in such as the Annual Tourism Conference, the Annual Agri-Eco Tourism Conference, National and International amateur sporting events, and other opportunities that may be presented to the Commission for consideration. The contractor will be expected to coordinate production of collateral materials needed to support the Commission's efforts at local, state and national/international meetings, conferences, service clubs, CVB meetings, trade shows, receptions, presentations, and media and trade blitzes.</p>	<p>\$120/hr</p>
<p>Narrative: This will be managed as a function of our account leadership and project management team, in conjunction with input from other necessary team members.</p>	
<p><b>11.</b> Develop travel advertisements for the Nebraska Tourism Commission. This may require an agency film crew to travel to designated areas in the state to set up, direct, assist in talent scouting ( with the Commission) and shoot high quality film. Professional studio work and sound technicians will also be needed to produce the advertisements.</p>	<p>\$120/hr</p>
<p>Narrative: This will be covered within the overall creative services as detailed within our cost proposal and development approach.</p>	
<p><b>12.</b> Cooperative marketing is one of the Commission's objectives is to produce effective and attractive cooperative marketing campaigns with visitor industry partners (CVB's, NETA, NHMA,NRA, Heritage Tourism partners and industry related non-profit organizations, sports commissions, etc). As such the contractor may be expected to provide support for this goal by producing and presenting coordinated media schedules, marketing presentations and cohesive marketing strategies to industry partners; assisting in the development and communication of cooperative marketing efforts that best reflect our unique offerings, regional areas and culture. Through these collaborative efforts, the contractor may be asked to assist in the development of new ideas, strategies and materials that best reflect the unity of the Tourism industry in Nebraska. This could include but not be limited to; enhancing cooperative partnerships and expand awareness of the marketing programs; develop creative, cutting, edge (print, television, etc) materials that strengthen the relationships and partnerships of within our industry.</p>	
<p>Narrative: Bailey Lauerman currently serves this role for Omaha's Henry Doorly Zoo and Aquarium and we look forward to the opportunity to do so for the Commission.</p>	

13.	<p>Creative Services are an unknown, and the selected contractor must be able to be supportive and supply turn-key creative, innovative, cutting edge and competitive creative services to the Tourism Commission. These services must include, but are not limited to, the following: planning, consultation and presenting multiple creative options to the Commission in both electronic and printed mock-ups as they pertain to each project; editorial services and copywriting; fact-checking, proofreading and editing of all collateral materials in coordination with the Commission's Public Information Officer, before first routing to the client or project lead; revision of all content material as needed to appear across multiple platforms, including cooperative programs, adjusted as appropriate for the medium; creation and implementation of original creative, designs, artwork, templates and related elements that present a consistent brand as mutually developed with the Commission. All layout and design of agreed to media; cartography services, for all maps when present; typography; illustrations and photography to complement agreed upon key promotion and design direction; work in tandem with the Commission's staff on design development, provide input and thought, potential direction of content for any new HD film footage that may seem different and all photography needs beyond what the Commission holds within its photo gallery, to enhance to quality of the product, which could include staged photo sessions.</p>	\$120/hr
<p>Narrative: We anticipate serving each of these roles in a varying capacity, based on the needs of the Commission. In similar sized relationships, our team is able to absorb these types of assignments within the dedicated creative services team.</p>		
14.	<p>Research is critical to the vitality and progressive movement for the Commission. Research data will play a critical role in all marketing efforts and must be the key decision making tool when it pertains to marketing and the evaluation of such campaigns, including coop partnerships. The selected contractor will be expected to: coordinate and conduct research projects including visitor survey's, (both written and electronic and other methods which may be unknown at this time) Develop Customer Relationship Management strategies and deploy surveys through various methods which include on-site interviews and in-person interviews and additional cutting edge industry related research methods that would provide useful data to enhance and expand Nebraska's Tourism's industry. The contractor will also provide the Commission with current and trending demographics that would assist in transforming and elevating Nebraska's tourism industry and enhance visitor experience.</p>	\$120/hr
<p>Narrative: Our proposal provides our point-of-view on how we would ideally approach this assignment, with research at the core. In addition, we've provided a recommendation for how to ideally achieve and approach the pre- and post-campaign brand awareness tracking, as requested within the RFP.</p>		

### **Change Management**

There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.D. Scope of Work.

\$\_\_\_\_\_120\_\_\_\_\_ per hour cost for Change Management